Agenda
Village of Glen Ellyn
Police Pension Board
Special Meeting
Thursday, April 16, 2020
4:00 PM
Glen Ellyn Civic Center, Galligan Board Room
And via Conference Call

On March 16, 2020, Governor Pritzker issued Executive Order. No. 5 in response to COVID-19, which temporary suspended certain requirements of the Open Meetings Act ILCS 120 allowing Pension Board members to participate electronically in Pension Board meetings.

The Public may provide comments which will be read at the meeting. Please complete the Police Pension Board public comment form, which can be found at www.glenellyn.org/publiccomment. All public comments submitted prior to the Public Comment portion of the agenda will be read into the official record, and any comments received during the meeting will be read into the record during the appropriate portion of the agenda.

A. Call to Order

B. Public Comment (Non Agenda Items)

On March 16, 2020, Governor Pritzker issued Executive Order. No. 5 in response to COVID-19, which temporary suspended certain requirements of the Open Meetings Act ILCS 120.

All public comment submitted prior to the Public Comment portion of the agenda will be read into the official record and any comments received during the meeting will be read into the appropriate portion of the agenda. Please complete the Police Pension Board public comment form, which can be found at www.glenellyn.org/publiccomment. These temporary meeting procedures will be eliminated once the emergency declaration is lifted.

C. Approval of Minutes

1. Police Pension Board - Special Meeting - Jan 21, 2020 7:30 PM

D. Investment Report and Recommendations

1. Christopher Caparelli from Marquette Associates will present the First Quarter 2020 report as well as recommendations for the investment portfolio.

E. Approval of Expenses

1. Approve the Expense Vouchers in the amount of $22,791.91 and Pension Expenses in the amount of $619,698.54 for a total of $642,490.45

F. Approval of Membership Changes / Contribution Refunds / Transfers

1. Motion to accept the following new officers into the Glen Ellyn Police Pension Fund: Cody Sollis (effective February 7, 2020), James Roberts (effective February 7, 2020), Konstantin Mikalayenia (effective February 7, 2020), Christopher Haire (effective April 3, 2020), Alisson Ramirez (effective April 3, 2020), Tyler Schaefer (effective April 3, 2020)

2. Motion to approve a surviving spouse pension to Linda Thiele in the monthly amount of $10,009.27, effective February 23, 2020.

G. Approval of Fiduciary Liability Insurance Bond

1. Motion to approve renewal of Fiduciary Insurance Policy with Rockwood Company/Travelers Insurance in the amount of $4,940.00.

H. Other Business

1. Next Meeting: Wednesday, July 15, 7:30 PM

I. Adjournment

1. Motion to Adjourn

Minutes
Village of Glen Ellyn
Police Pension Board
Special Meeting
Tuesday, January 21, 2020
7:30 PM
Police Department Administrative Conference Room
65 S. Park Blvd Glen Ellyn

A. Call to Order

Attendee Name	Title	Status
Bill Housey	Trustee	Present
John Adduci	President	Present
Jim Monson	Trustee	Present
Anthony Terranova	Trustee	Present
James King	Trustee	Present

Also Present: Finance Director Coyle and Christopher Caparelli from Marquette Associates.

President Adduci called the meeting to order at 7:32 PM.

B. Public Comment (Non Agenda Items)

None.

C. Approval of Minutes

1. Police Pension Board - Special Meeting - Oct 8, 2019 7:30 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Jim Monson, Trustee
SECONDER:	James King, Trustee
AYES:	Housey, Adduci, Monson, Terranova, King

2. Police Pension Board - Special Meeting - Oct 22, 2019 7:30 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Jim Monson, Trustee
SECONDER:	James King, Trustee
AYES:	Housey, Adduci, Monson, Terranova, King

D. Quarterly Investment Report

1. Christopher Caparelli from Marquette Associates will present the Fourth Quarter 2019 report as well as recommendations for the investment portfolio.

Christopher Caparelli from Marquette Associates presented the fourth quarter report. The Board discussed what to do with continuing to invest additional funds in real estate. The fund is queued up to invest an additional $500,000. The Board discussed whether the investment should be continued in light of the consolidation mandate from the State. The Board decided to revisit the decision at the April meeting.

Trustee Terranova moved to accept the investment report and was seconded by Trustee Housey.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Anthony Terranova, Trustee
SECONDER:	Bill Housey, Trustee
AYES:	Housey, Adduci, Monson, Terranova, King

E. Approval of Expenses

1. Approve the Expense Vouchers in the amount of 23,808.87 and Pension Expenses in the amount of $604,910.10 for a total of $628,718.97

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	James King, Trustee
SECONDER:	Bill Housey, Trustee
AYES:	Housey, Adduci, Monson, Terranova, King

F. Approval of Membership Changes / Contribution Refunds / Transfers

1. 1. Motion to approve a surviving spouse pension to Elizabeth Lilly in the monthly amount of $4,223.62, effective December 18, 2019.

Trustee Monson moved and was seconded by Trustee King to approve a surviving spouse pension to Elizabeth Lilly in the monthly amount of $4,223.62, effective December 18, 2019.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jim Monson, Trustee
SECONDER:	James King, Trustee
AYES:	Housey, Adduci, Monson, Terranova, King

G. Disability Continuation

1. Motion to continue Raymond Munch's disability benefits subject to further annual evaluations as required by Illinois statutes

The Board discussed that the results from the independent medical examiner indicated that Raymond Munch was still incapable of performing the duties of a police officer. Therefore, he should continue to receive his disability pension, subject to continuing annual review.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jim Monson, Trustee
SECONDER:	Anthony Terranova, Trustee
AYES:	Housey, Adduci, Monson, Terranova, King

H. Approval of Statutory Benefit Changes

1. Motion to approve annual statutory benefit changes as presented in Attachment A

President Adduci noted the annual benefit changes that were in the packet and asked Trustees if they had questions. No questions were noted.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jim Monson, Trustee
SECONDER:	James King, Trustee
AYES:	Housey, Adduci, Monson, Terranova, King

I. Other Business

1. Pension Consolidation Update

There was a general update and discussion on the pension consolidation bill that was passed by the State.

RESULT:	**DISCUSSION ONLY**

2. Next Meeting: Wednesday, April 15, 7:30PM

J. Adjournment

1. Motion to adjourn

The meeting was adjourned at 8:17 PM.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jim Monson, Trustee
SECONDER:	Anthony Terranova, Trustee
AYES:	Housey, Adduci, Monson, Terranova, King

Police Pension Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 04/16/20 04:00 PM
Department: Police Pension Board
Department Head: Christina Coyle
Category: Report
Prepared By: Christina Coyle

SCHEDULED

AGENDA ITEM (ID # 4444) DOC ID: 4444

Christopher Caparelli from Marquette Associates will present the First Quarter 2020 report as well as recommendations for the investment portfolio.

Please see the attached reports.

ATTACHMENTS:

- 1Q 2020 Market Environment (PDF)
- 1Q20 Glen Ellyn Police (PDF)

MarquetteAssociates

1Q 2020
Market Environment

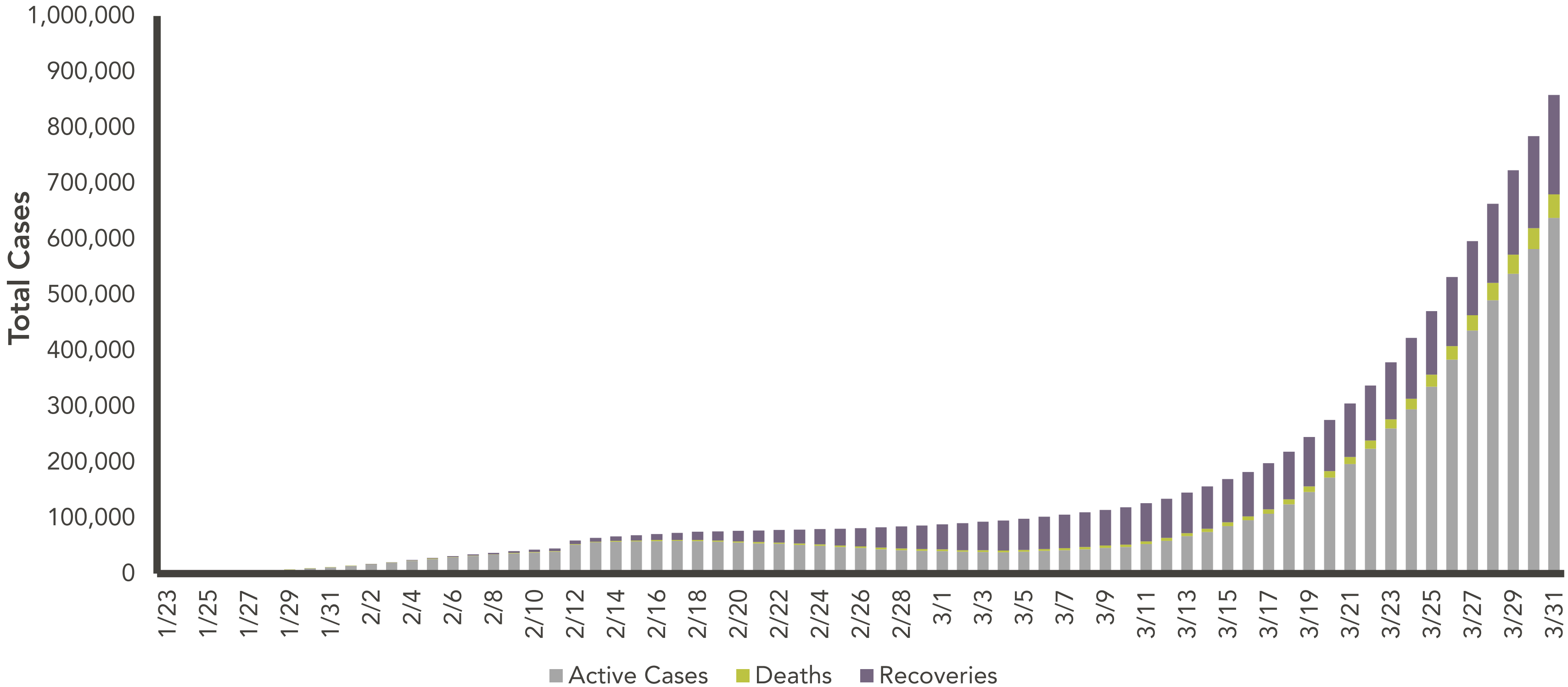
U.S. Economy

U.S. economy overview

- 11-year bull market officially ends as the S&P 500 entered bear market territory in March, caused by COVID-19
- 1Q20 & 2Q20 GDP projected to be negative, indicating the U.S. is likely in a recession
- The unemployment report for the last two weeks of March totaled nearly 10 million initial claims, the largest amount on record
- Fed lowered rates to 0% and the government issued a $2 trillion stimulus package to bolster the economy
- Oil prices plummet as Russia/Saudi Arabia price war gains steam
- COVID-19 infections rise above 1 million people worldwide

Worldwide growth in coronavirus cases

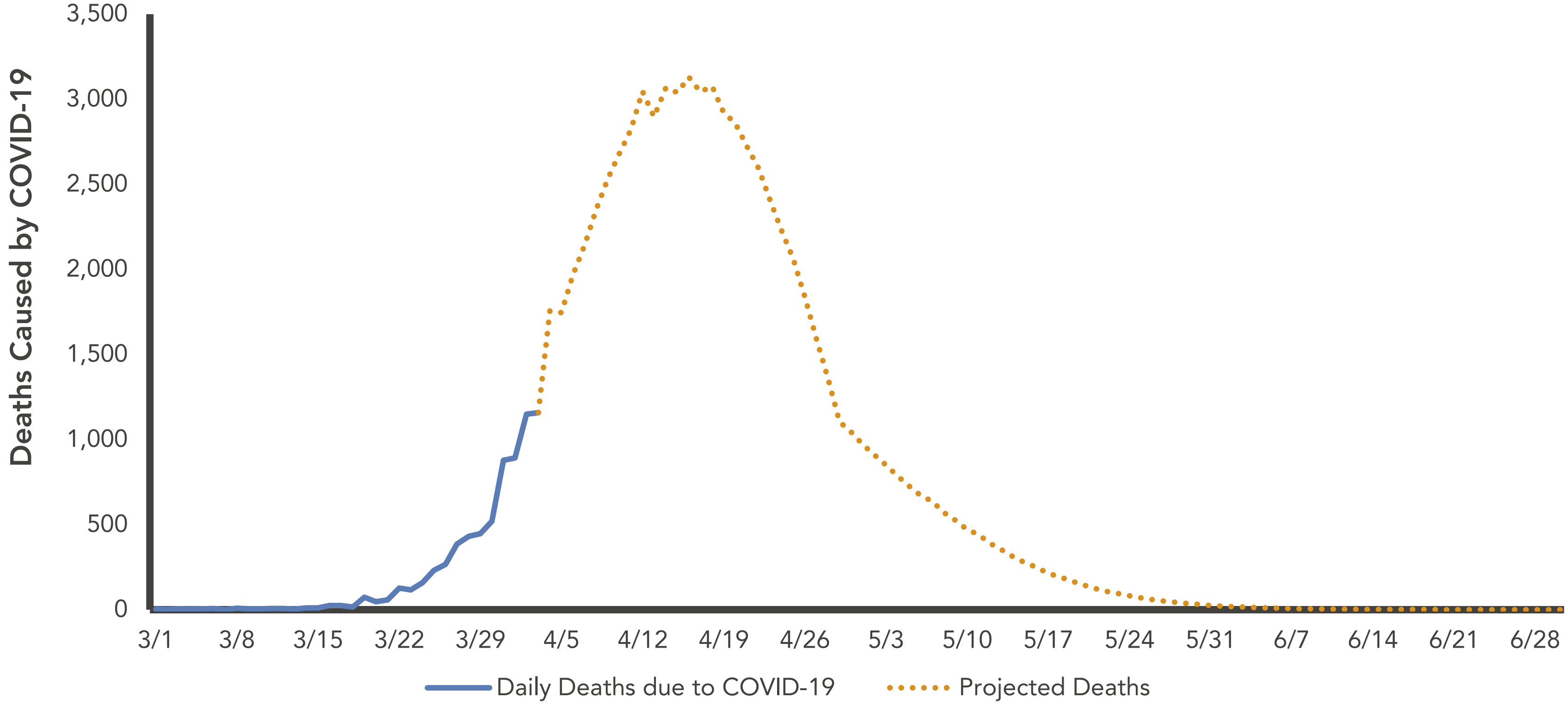
Daily cases have been growing, with a majority of cases still active



Source: NHC China

Deaths from COVID-19 projections

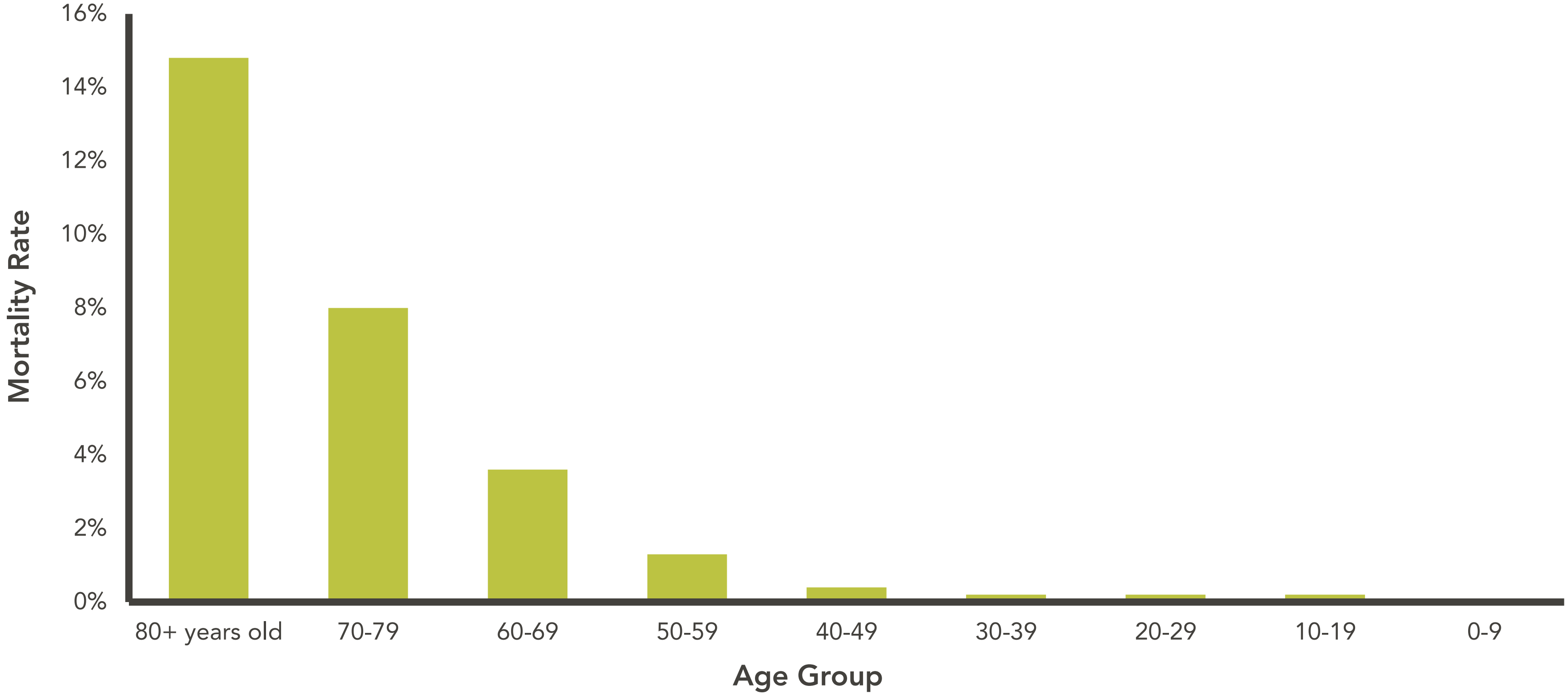
The worst weeks are projected to be mid–late April before subsiding



Source: covid19.healthdata.org

Mortality rate

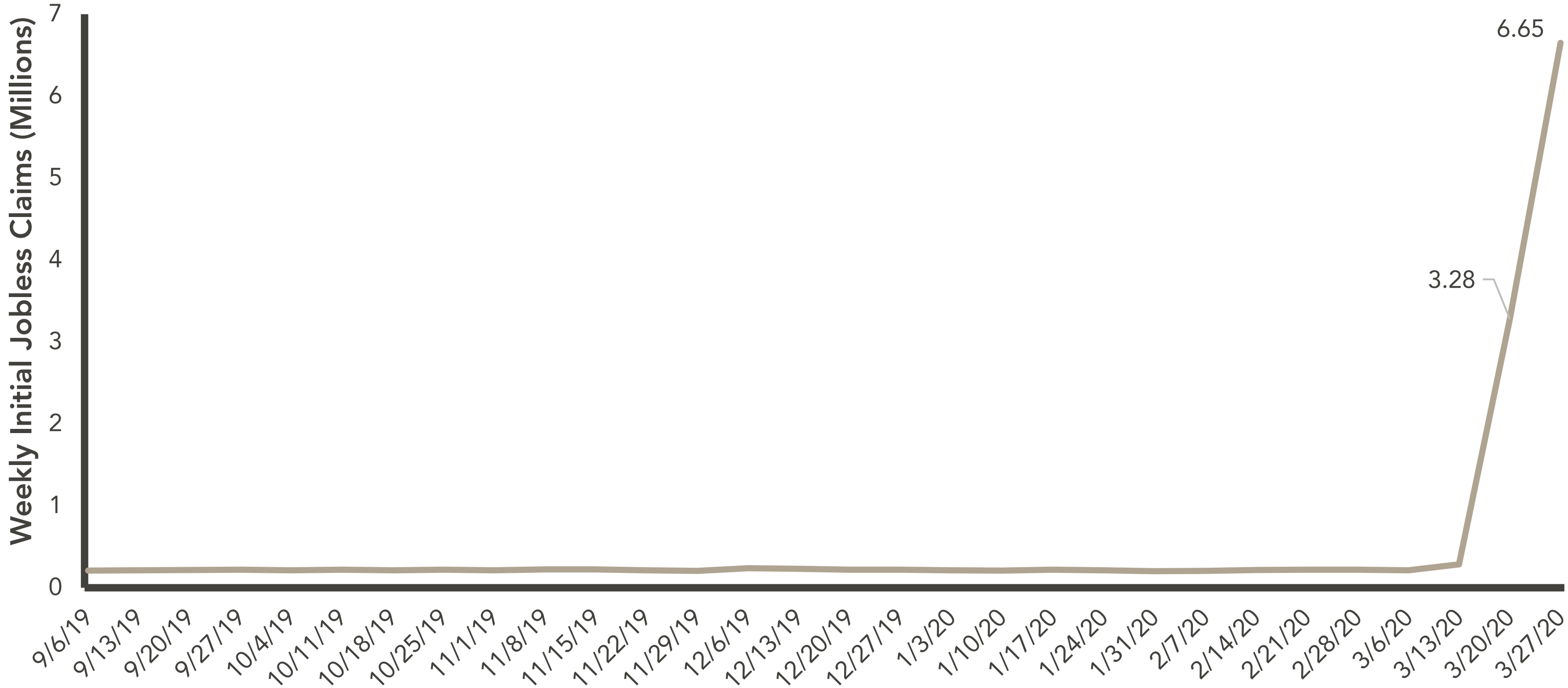
COVID-19 poses a serious health risk, especially to those over 50 years in age



Sources: Worldometer, WHO

Unemployment claims skyrocket

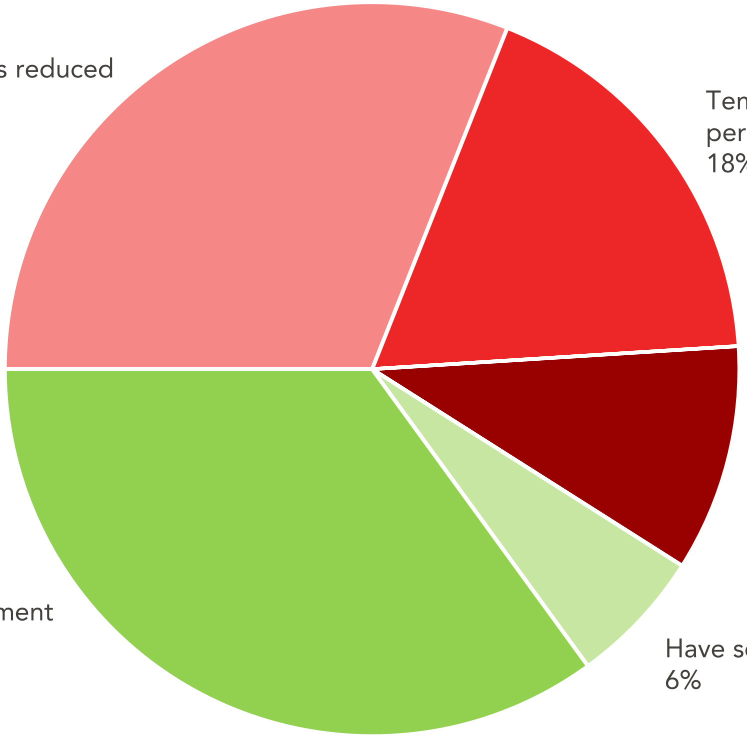
Shelter-in-place orders across the country have caused 2 consecutive weeks of record unemployment claims



Source: U.S. Department of Labor

Coronavirus impact on workers

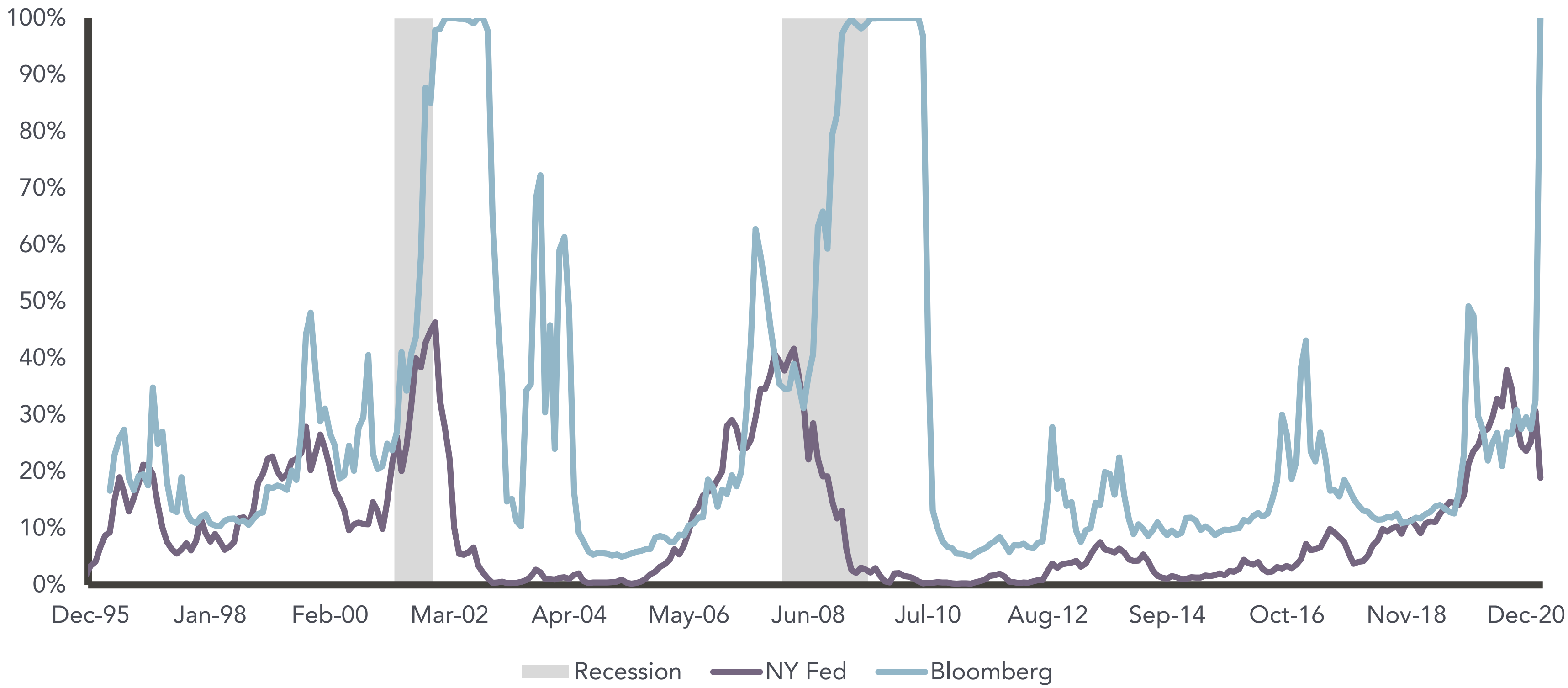
59% of workers have been negatively impacted by coronavirus



Source: Bain Capital

Recession odds

NY Fed predicts 19% chance of recession based on yield curve, however Bloomberg's model is all but certain of a recession



Sources: NY Federal Reserve, Bloomberg

GDP projections

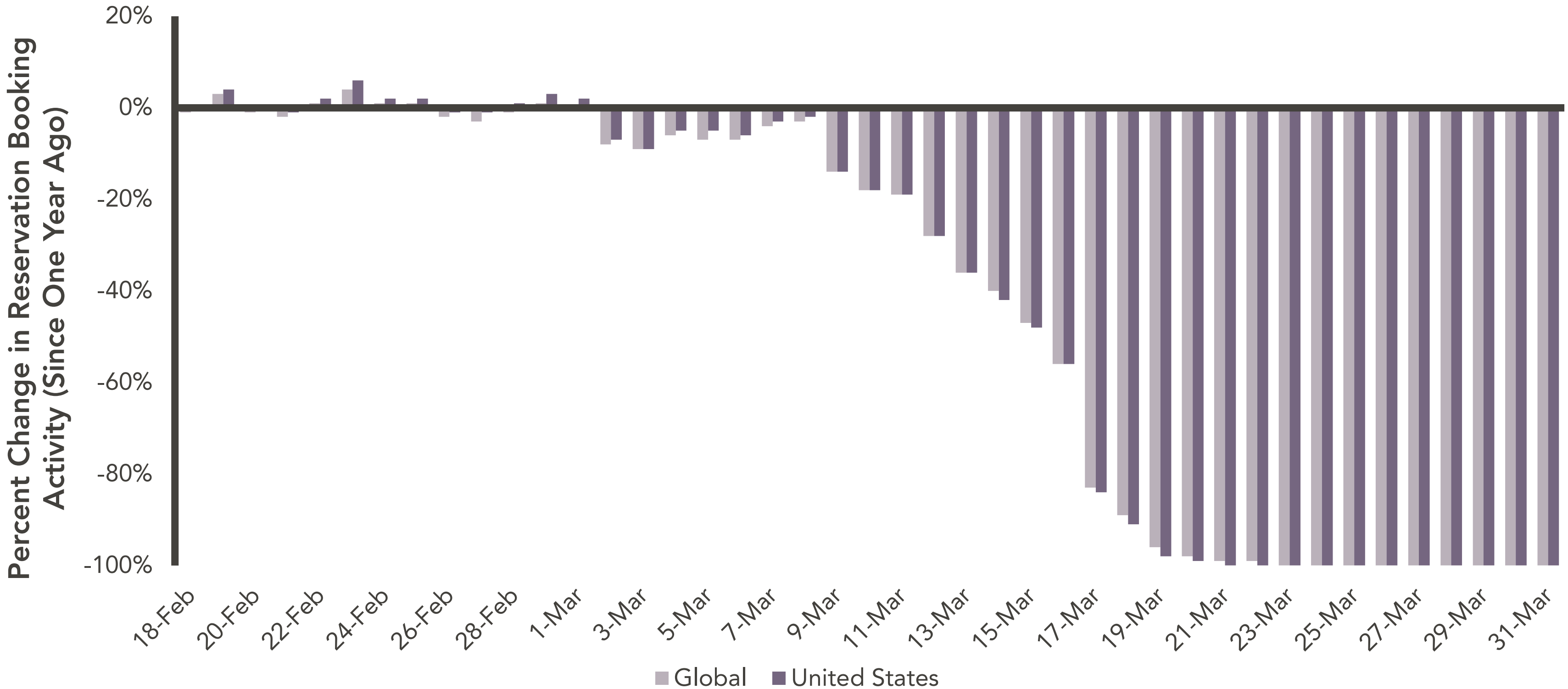
GDP is expected to significantly contract, then rebound sharply

Firm	1Q	2Q	3Q	4Q	2020 (YoY)
JP Morgan	-10.0	-25.0	11.0	7.0	-5.3
Goldman	-9.0	-34.0	19.0	12.0	-6.2
TD	-3.0	-25.0	15.0	0.0	-3.5
BofA	0.5	-12.0	3.0	4.0	-0.8
Barclays	-0.5	-7.0	0.0	1.0	-0.6
MS - Bull	-2.4	-22.8	35.3	9.1	-0.3
MS - Base	-2.4	-30.1	29.2	3.0	-3.0
MS - Bear	-2.4	-43.4	-3.6	29.1	-8.8
Capital Econ	0.0	-40.0	17.0	22.0	-5.5
DB	-2.3	-34.0	19.7	11.1	-3.8
Nomura					-9.0
UBS					-1.0
Citi	-0.5	-12.0	7.3	5.6	-0.5
Average	**-2.9**	**-25.9**	**13.9**	**9.4**	**-3.7**

Source: JPM, Goldman, BoA, Barclays, MS, Capital Econ, DB, Nomura, UBS, Citi

OpenTable reservations

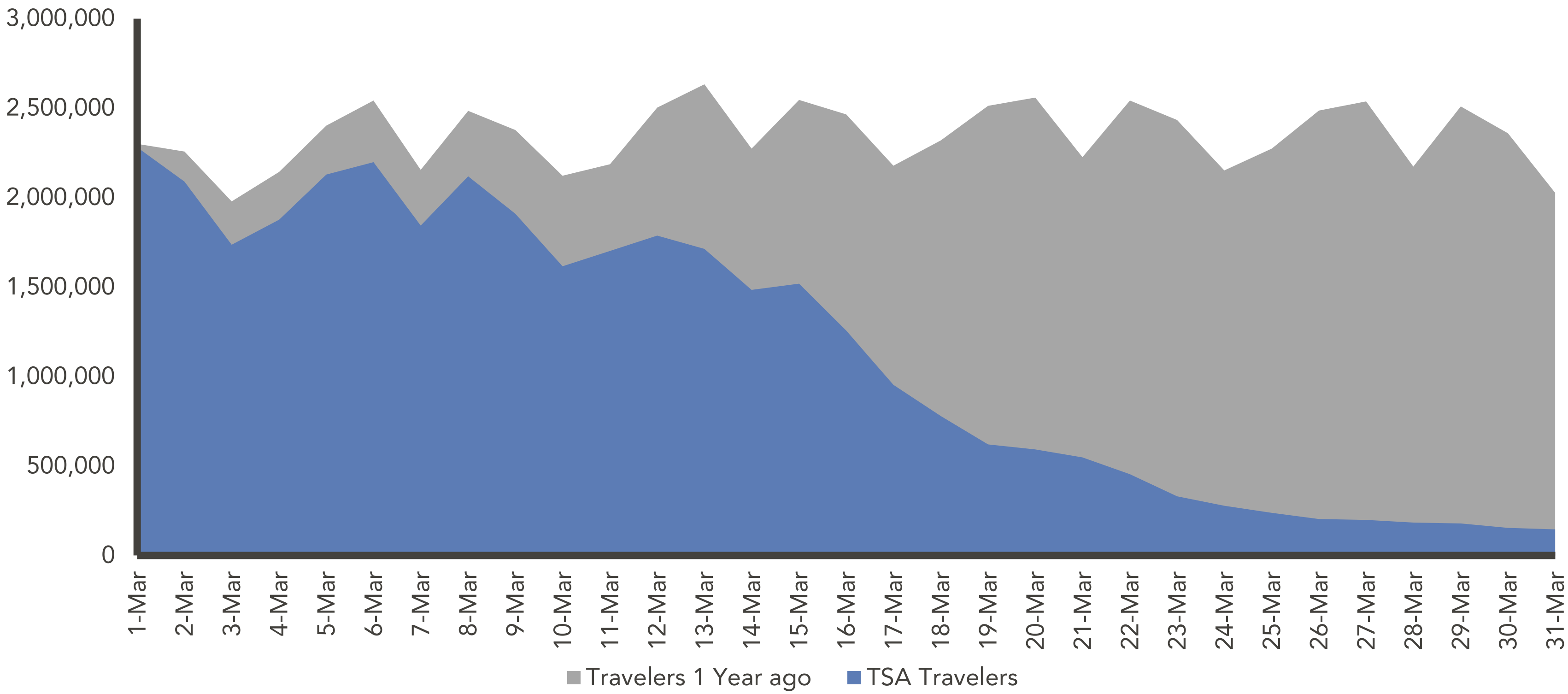
Restaurant reservations evaporated through the end of March



Source: OpenTable

TSA traveler throughput

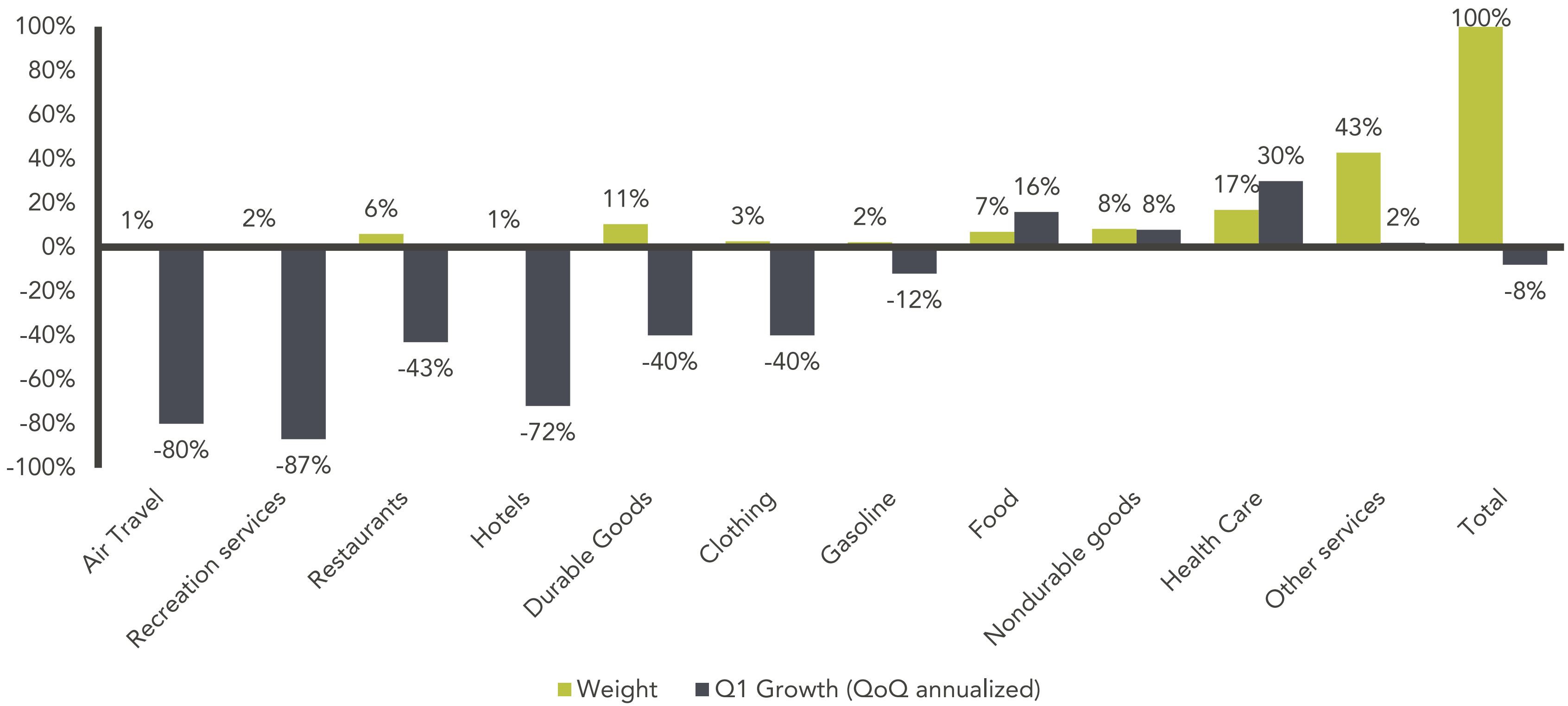
Travel has significantly declined from a year ago



Source: TSA

Service industry impact

Travel and non-essential services have been disproportionally affected



Source: Bureau of Economic Analysis

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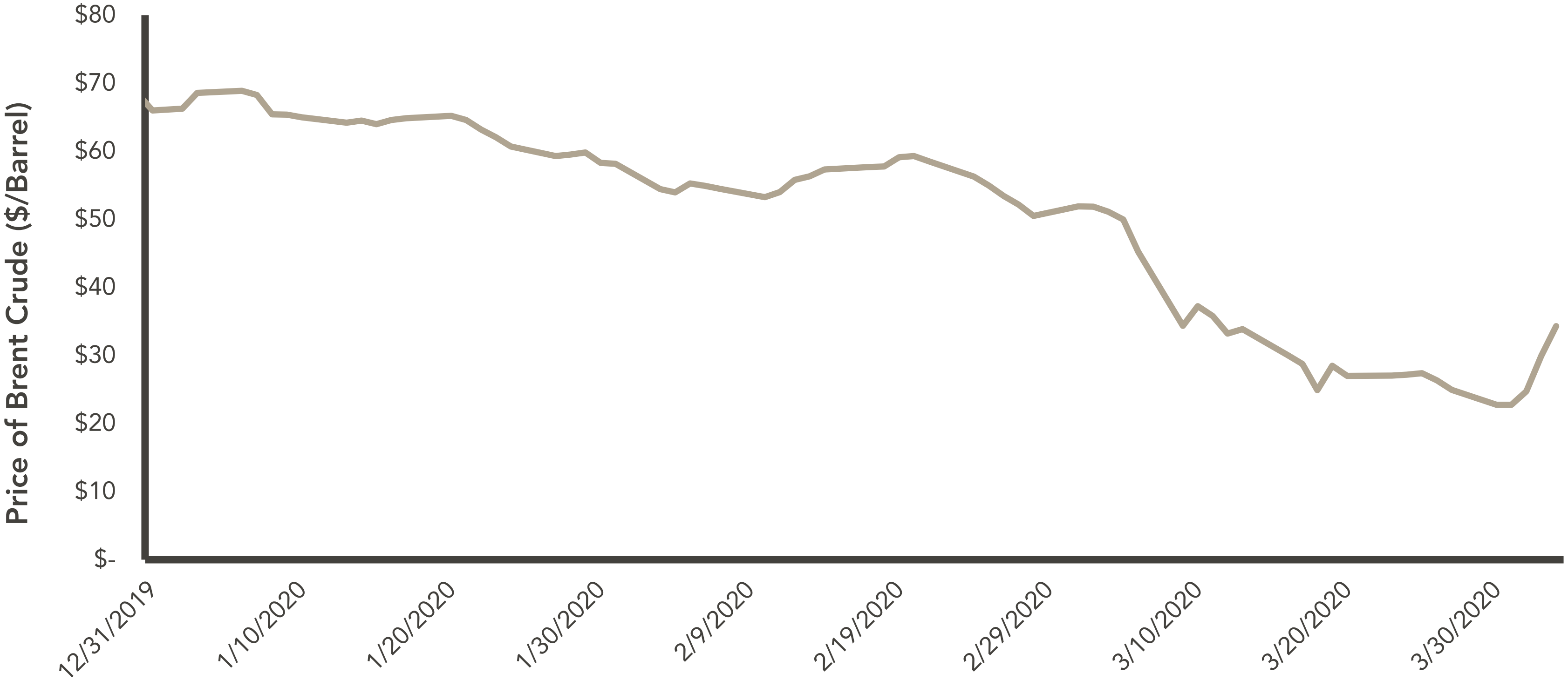
Oil price war

Oil declines more than 50% due to Saudi Arabia increasing output and cutting prices drastically, causing Russia to respond



Source: Bloomberg

Fixed Income

Fixed income: Cash dash introduces value in bonds

Spiking new infections and economic fallout from shelter-in-place policies widened spreads, flight to cash steepened curve

		Month (%)	Qtr (%)	YTD (%)	1 Yr (%)	3 Yr (%)	5 Yr (%)	10 Yr (%)
Broad Market Indices	Blm BC Aggregate	-0.6	3.1	3.1	8.9	4.8	3.4	3.9
Intermediate Indices	Blm BC Int. Gov./Credit	-0.4	2.4	2.4	6.9	3.8	2.8	3.1
Government Only Indices	Blm BC Long Gov.	5.9	20.6	20.6	32.3	13.3	7.3	8.9
	Blm BC Int. Gov.	2.0	5.2	5.2	8.9	4.1	2.8	2.8
	Blm BC 1-3 Year Gov.	1.3	2.7	2.7	5.4	2.7	1.8	1.4
	Blm BC U.S. TIPS	-1.8	1.7	1.7	6.8	3.5	2.7	3.5
Credit Indices	Blm BC U.S. Long Credit	-10.2	-4.7	-4.7	9.0	6.6	4.7	7.3
	Blm BC High Yield	-11.5	-12.7	-12.7	-6.9	0.8	2.8	5.6
	CS Leveraged Loan Index	-12.5	-13.2	-13.2	-9.5	-0.7	1.2	3.3
Securitized Bond Indices	Blm BC MBS	1.1	2.8	2.8	7.0	4.0	2.9	3.3
	Blm BC ABS	-2.1	-0.2	-0.2	2.8	2.4	2.0	2.5
	Blm BC CMBS	-3.7	0.5	0.5	5.4	4.1	3.1	4.9
Non-U.S. Indices	Blm BC Global Aggregate Hedged	-1.6	1.4	1.4	6.6	4.6	3.5	4.1
	JPM EMBI Global Diversified	-13.8	-13.4	-13.4	-6.8	0.4	2.8	4.9
	JPM GBI-EM Global Diversified	-2.5	-1.1	-1.1	8.3	6.6	6.6	7.2
Municipal Indices	Blm BC Municipal 5 Year	-2.8	-1.0	-1.0	2.2	2.4	2.1	2.8
	Blm BC HY Municipal	-11.0	-6.9	-6.9	-0.7	4.4	4.2	6.0

Note: the local currency GBI index is unhedged and denominated in local currencies. Sources: Bloomberg Barclays, Credit Suisse, JPMorgan as of March 31, 2020

Fixed income takeaways

Spreads won't remain at these attractive levels forever. Current valuations are attractive entry points for the plus sectors.

Core Bonds

- Yield curve at record lows, upward sloped due to cash dash that pushed ultrashort security prices up and yields down
- After a bout of spread-widening from a crisis, fixed income asset classes tend to subsequently perform strongly over time; the key is to be there for the rebound
- Liquidity has improved for investment grade fixed income but remains strained for sub-investment grade fixed income
- However, it may get worse before it gets better, as there is a record $100B of fallen angels YTD, with another $100B expected for rest of 2020

Bank Loans & High Yield

- Bank loan and high yield spreads in late March/early April rangebound between 800-1,000bp, showing tremendous value
- Defaults are just starting to rise, but in GFC spread tightening started much earlier than default peaks
- Distress is now at tech crisis levels and has spread to all sectors, led by energy, MLPs, and gaming
- Based on current spreads and worst case 2009 recoveries, low teens default rates for bank loan and high yield are implied

Emerging Markets Debt

- EMD spreads have widened now to at or near all-time wides, showing exceptional value
- However, given poorer healthcare infrastructures, smaller EM economies may struggle with the pandemic longer
- Due to reduced travel and OPEC price war, oil-producing sovereigns, quasi-sovereigns, and corporates such as Brazil, Petrobras and PEMEX have experienced major spread-widening

Municipal Bonds

- The muni/Treasury ratio remains high, showing continued attractiveness in munis versus taxable bonds for HNW investors
- Strategies are typically bullish on local GOs and essential service bonds that have historically been more resilient to shocks
- Additionally, strategies are typically overweight larger toll systems and states likely to be more resilient than smaller ones

Why stay invested: Short- & long-term perspective

After a bout of spread-widening from a crisis, fixed income asset classes tend to subsequently perform strongly over time, the key is to be there for the rebound

Total Return from Crisis Start (%)

	2008 Housing Crisis (From 6/30/08)			2015 Shale Crisis (From 6/30/15)			2020 Coronavirus (From 12/31/19)
	1 Qtr	1 Yr	3 Yr Ann.	1 Qtr	1 Yr	3 Yr Ann.	1 Qtr
Core	-0.5	6.0	6.5	1.2	6.0	1.7	3.1
Bank Loan	-5.9	-7.8	6.0	-1.2	0.9	4.3	-13.2
High Yield	-8.9	-2.4	12.7	-4.9	1.6	5.5	-12.7
Emerging Markets Debt	-5.0	2.1	10.4	-1.7	9.8	4.6	-13.4
Municipals	0.7	7.7	6.3	1.2	4.2	1.6	-1.0
High Yield Municipals	-3.8	-11.5	4.4	2.0	12.1	6.7	-6.9

Total Return from Peak Spreads (%)

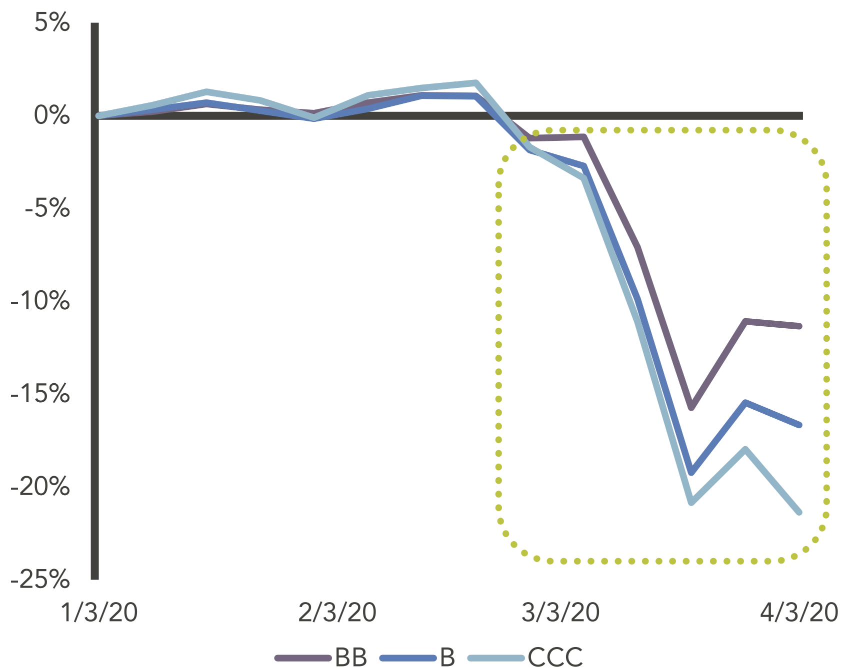
	2008 Housing Crisis (From 12/31/08)			2015 Shale Crisis (From 12/31/15)		
	1 Qtr	1 Yr	3 Yr Ann.	1 Qtr	1 Yr	3 Yr Ann.
Core	0.1	5.9	6.8	3.0	2.6	2.1
Bank Loan	7.2	44.9	17.5	1.3	9.9	5.0
High Yield	6.0	58.0	24.1	3.4	17.1	7.2
Emerging Markets Debt	3.8	29.8	16.1	5.0	10.2	5.1
Municipals	2.2	7.4	5.9	1.1	-0.4	1.5
High Yield Municipals	7.7	32.7	16.1	2.7	3.0	5.8

Source: Bloomberg, based on BBg BC Aggregate, CS Leveraged Loan, BBg BC High Yield, JPM EMBI GD, BBg BC Muni 5 Yr, BBg BC Muni HY

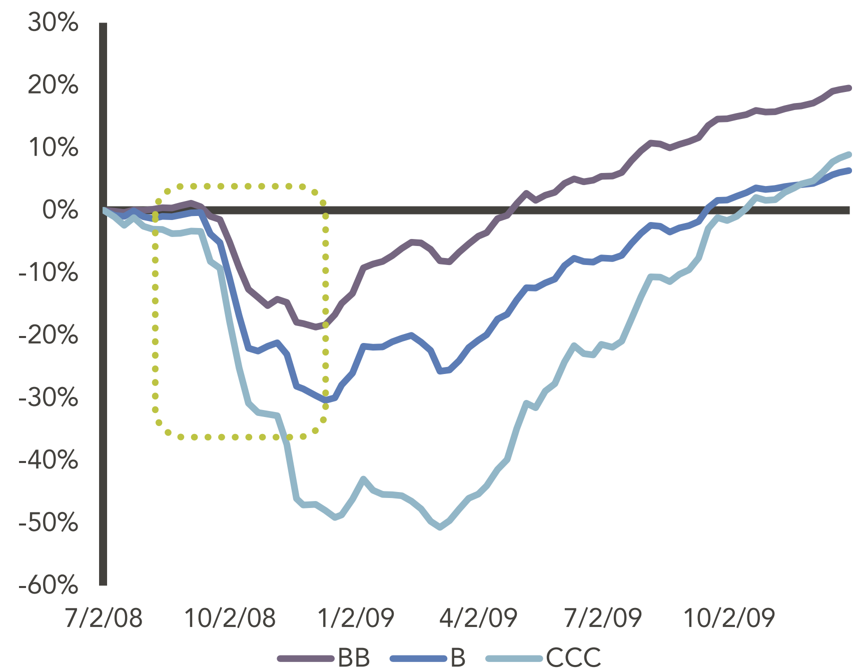
How is this crisis like 2008?

Similar to the GFC, all ratings quality segments initially fell in lockstep, with dispersion later realized as investors tilted up in quality

Coronavirus Crisis High Yield Returns by Quality



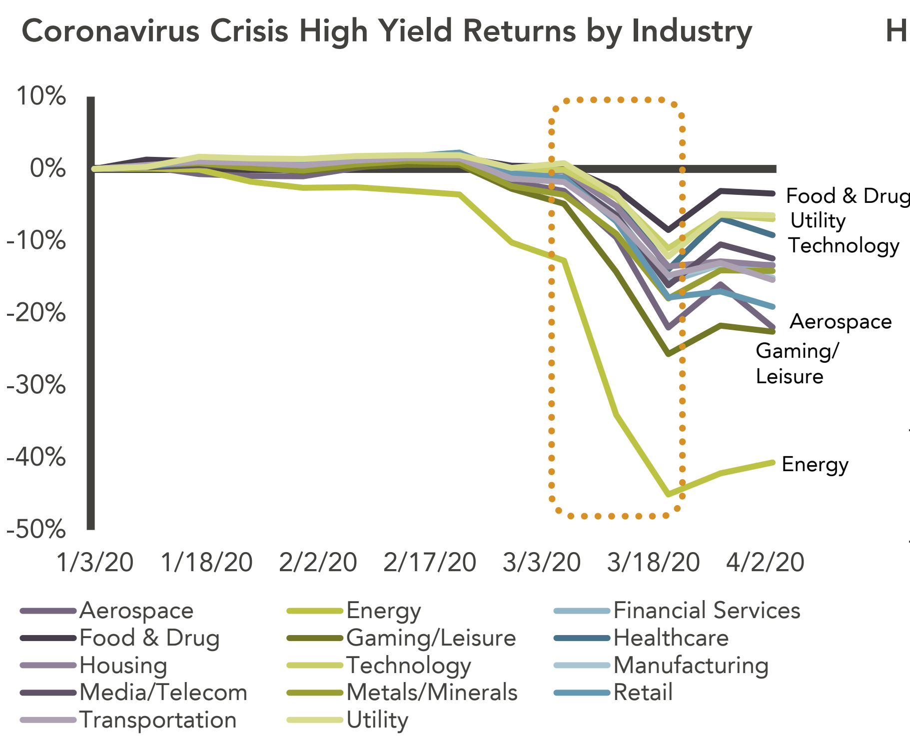
Housing Crisis High Yield Returns by Quality

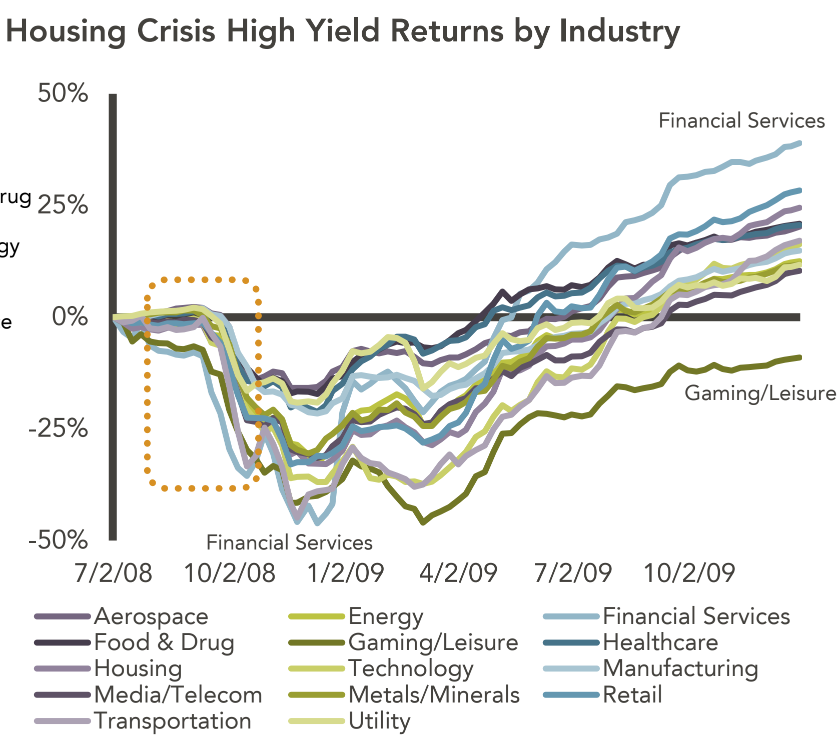


Source: Credit Suisse

How is this crisis like 2008?

Energy, gaming/leisure, and aerospace are the worst hit so far, with food & drug, utility, and technology holding up the best





Source: Credit Suisse

Global government stimulus

Treasuries and central banks around the world have initiated unprecedented stimulus

U.S. Relief Stimulus Phases I-III (IV expected April 2020)

- Phase III CARES Act: $2 trillion includes $300 billion in checks to households, extra $600/week unemployment insurance, $500 billion in Federal Reserve backstop facilities and loans to distressed companies, $350 billion to support small businesses, and $300 billion for state/local governments and healthcare providers to fight the pathogen
- Phase II: $100 billion for food assistance, coronavirus testing, paid sick leave
- Phase I: $8.3 billion for state/local governments to research a vaccine and stockpile medical supplies

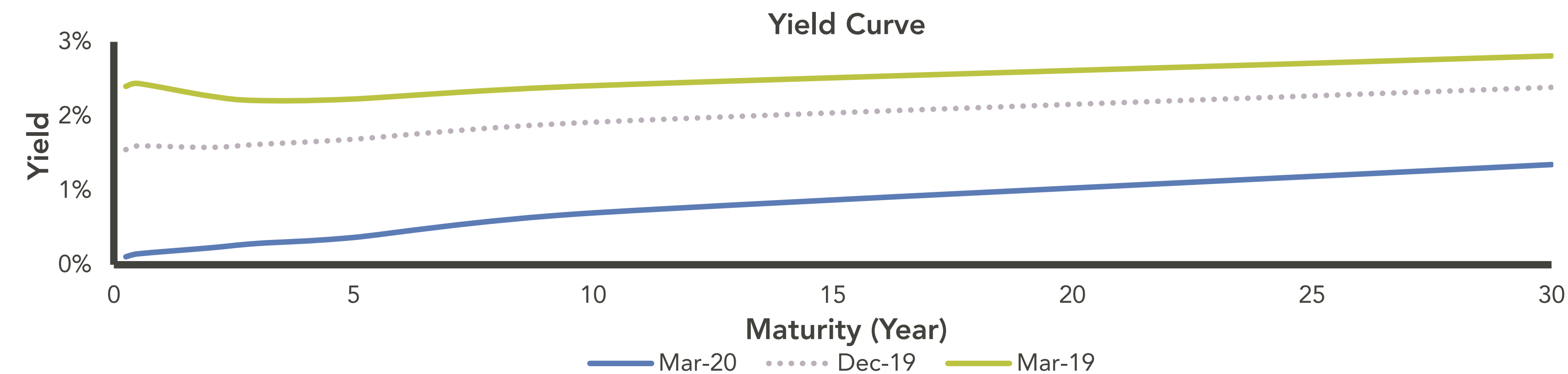
Federal Reserve Monetary Stimulus

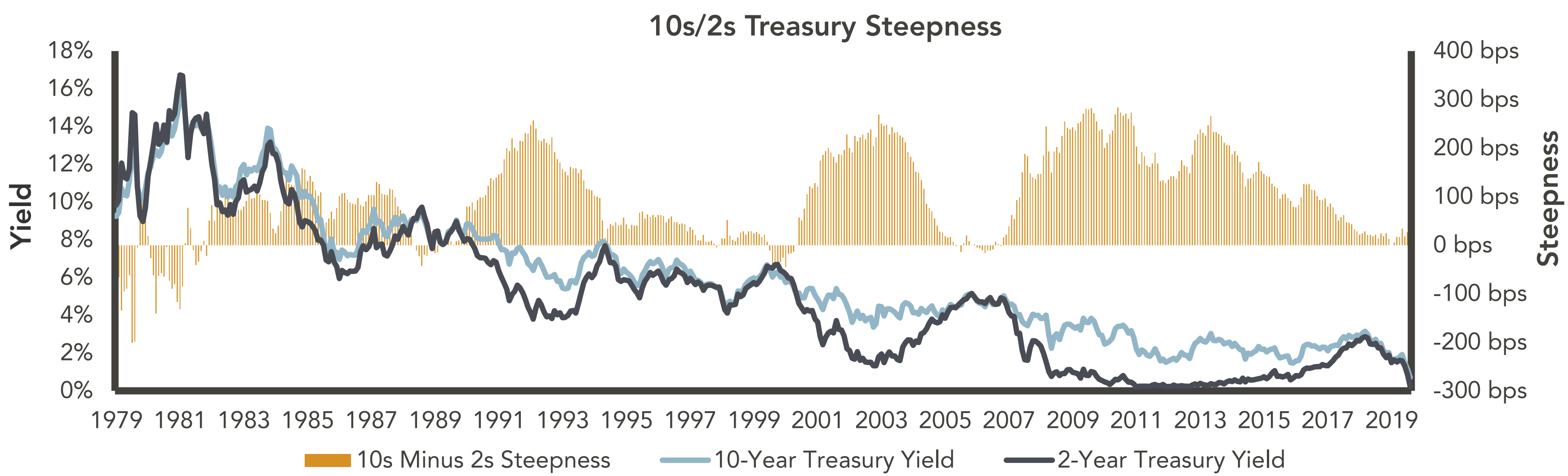
- Reinstituted ZIRP (Zero interest Rate Policy) to make it easier for businesses to borrow
- Committed to backstopping Treasury, government and prime money markets to provide liquidity
- Initiated unlimited buying of Treasury, MBS, investment grade corporate and municipal bonds to support the bond markets, next step may be to buy stocks to support the stock markets
- FIMA (Foreign & International Monetary Authorities) repo facility to insulate Treasury market from stress abroad
- TALF (Term Asset-Backed Securities Loan Facility) to support consumer debt market

Rest of World

- ECB €750 billion Pandemic Emergency Purchase Program
- Eurozone Stimulus Packages: German €750 billion, French €345 billion, Spanish €200 billion, Italian €32.5
- BOE £645 billion asset purchase program, U.K. Chancellor £330 billion loan program
- BOJ QE of $112 billion per year in ETFs and $1.6 billion per year in REITs
- PBOC cut rates and expanded reverse repo operations, Brazil cut rates and announced $30 billion stimulus package, Taiwan announced $2 billion package, South Korea announced $10 billion package, India announced $22.5 billion package

10-year and 30-year reach all-time lows



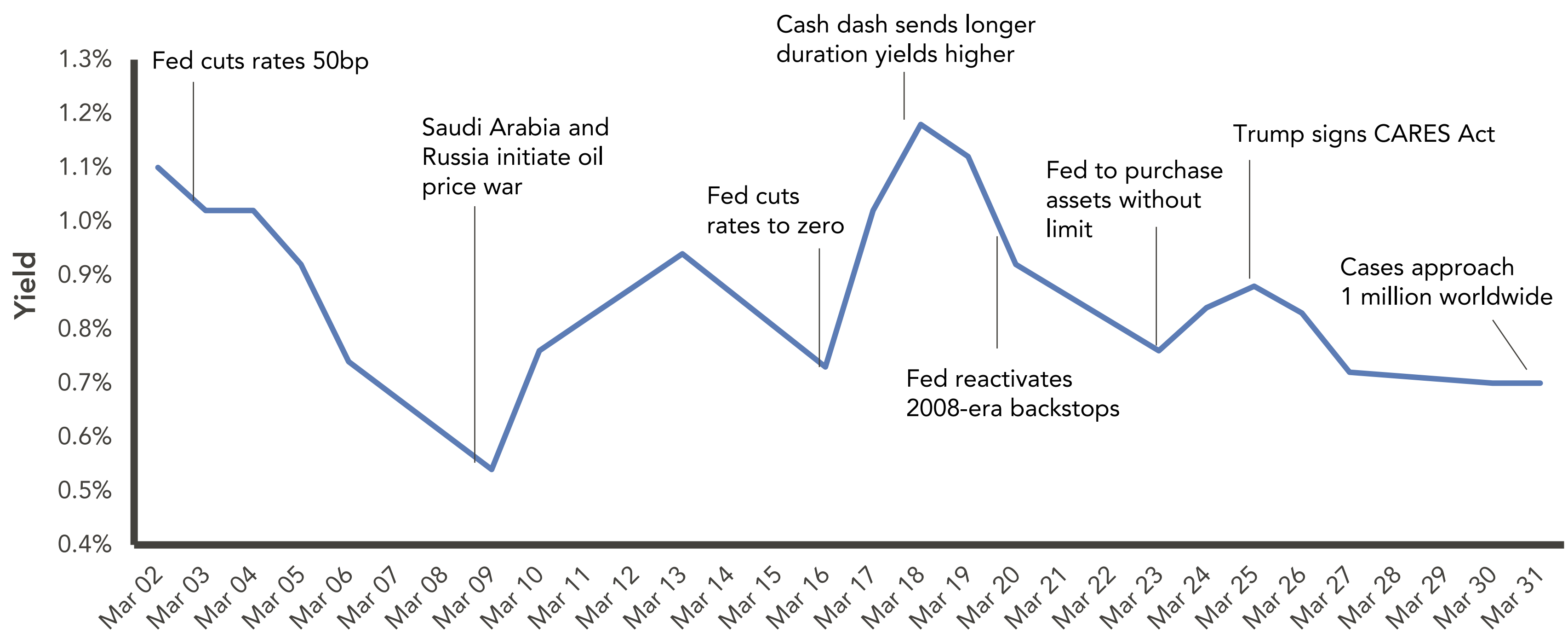


Source: Federal Reserve as of March 31, 2020

March: 10-year yield hits all-time low

Despite monetary and fiscal stimulus, the 10-year yield remains near all-time lows

10-Year Treasury Yield



Source: Federal Reserve as of March 31, 2020

An upward sloping curve

The yield curve is upward sloped as the Fed cut short term rates to zero and investors flew into cash in the month of March

U.S. Treasury Yield Curve

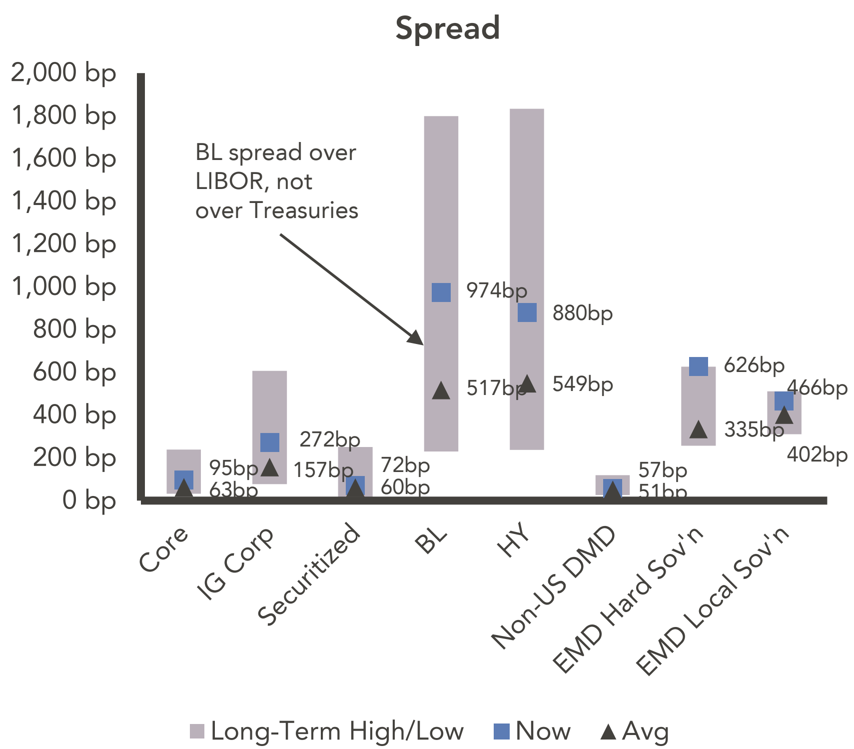
Historical Rate Levels (%)

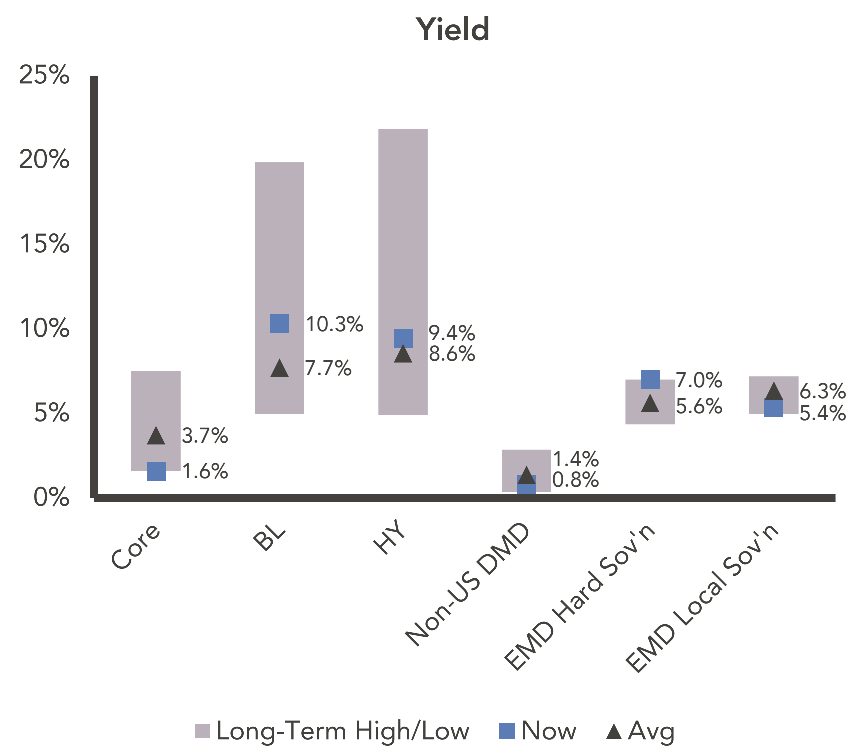
	3/31/2020	2/29/2020	1/31/2020	12/31/2019	12/31/2018	12/31/2017	12/31/2016
3 Mo	0.11	1.27	1.55	1.55	2.45	1.39	0.51
6 Mo	0.15	1.11	1.54	1.60	2.56	1.53	0.62
1 Year	0.17	0.97	1.45	1.59	2.63	1.76	0.85
2 Year	0.23	0.86	1.33	1.58	2.48	1.89	1.20
5 Year	0.37	0.89	1.32	1.69	2.51	2.20	1.93
10 Year	0.70	1.13	1.51	1.92	2.69	2.40	2.45
20 Year	1.15	1.46	1.83	2.25	2.87	2.58	2.79
30 Year	1.35	1.65	1.99	2.39	3.02	2.74	3.06

Source: Bloomberg as of March 31, 2020

Spreads at attractive levels

Current spreads for plus sectors have proven to be historically profitable when allocating at these valuations





Note: Long-term high, low and average based on longest available data for each index
Sources: Bloomberg Barclays, Credit Suisse, Deutsche, JPMorgan as of March 31, 2020

MarquetteAssociates

Highest quality credits outperformed in 1Q

Due to escalating coronavirus concerns and investors tilting up in quality, the lowest quality credit segments fared the worst in the quarter

Total return of quality segments

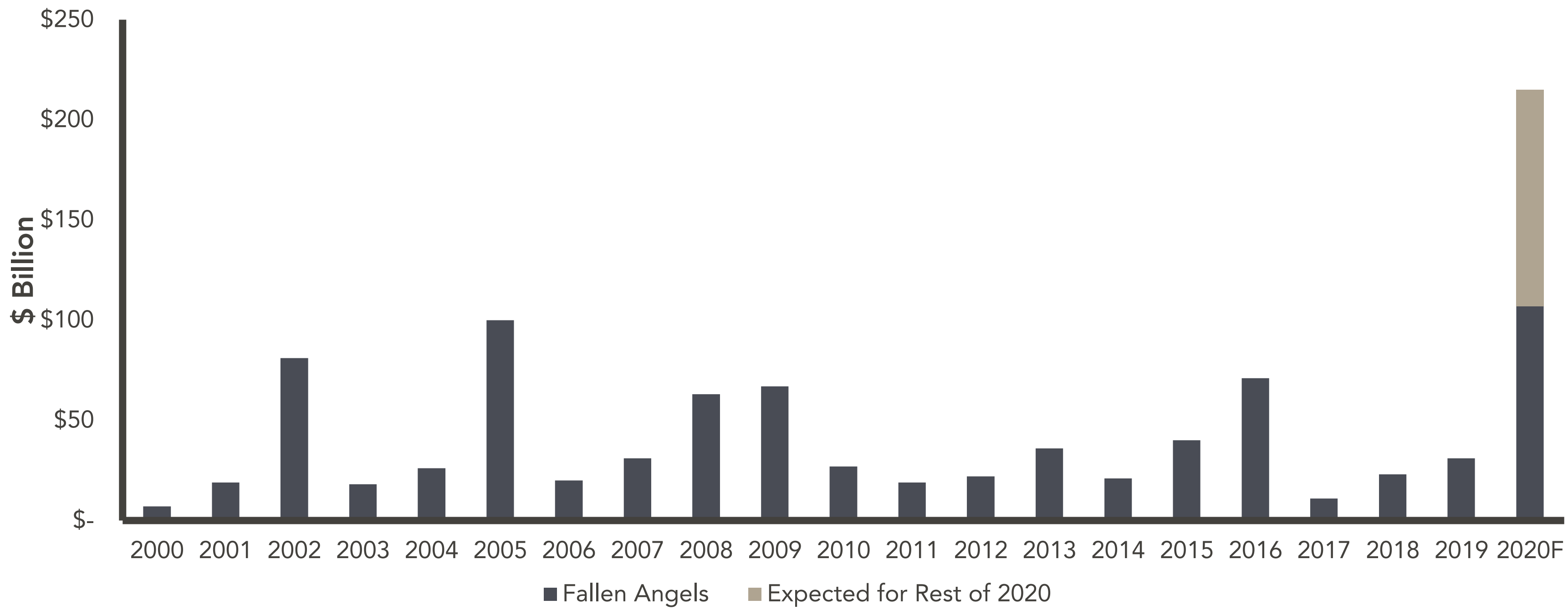
	Trailing								Calendar Year				
	Month	QTD	Last Q	YTD	1 Yr	3 Yr	5 Yr	10 Yr	2019	2018	2017	2016	2015
AAA	-1.30%	4.74%	-0.18%	4.74%	14.45%	8.03%	5.26%	5.54%	14.75%	-2.08%	8.03%	3.39%	0.43%
AA	-2.44%	1.38%	0.20%	1.38%	8.07%	4.94%	3.63%	4.26%	10.53%	-0.52%	4.63%	3.60%	0.92%
A	-4.54%	-0.67%	0.81%	-0.67%	7.38%	4.77%	3.65%	4.94%	13.18%	-2.50%	5.95%	4.65%	0.60%
BBB	-10.09%	-7.10%	1.68%	-7.10%	2.15%	3.45%	2.97%	5.09%	16.26%	-2.85%	7.09%	8.04%	-2.25%
BB	-9.27%	-10.15%	2.45%	-10.15%	-3.19%	2.12%	3.39%	6.07%	15.51%	-2.41%	7.32%	12.78%	-1.00%
B	-11.58%	-12.97%	2.61%	-12.97%	-6.81%	0.79%	2.45%	5.38%	14.80%	-1.31%	6.49%	15.81%	-4.72%
CCC	-18.37%	-20.55%	3.74%	-20.55%	-18.80%	-4.08%	0.90%	4.75%	9.51%	-3.84%	10.38%	31.46%	-12.11%

Source: Bloomberg as of March 31, 2020

Fallen angels

Fallen angels (bonds downgraded from investment grade to sub-investment grade) have hit a record high $100B+ YTD, with another $100B+ expected in rest of 2020

Fallen Angels in the U.S.

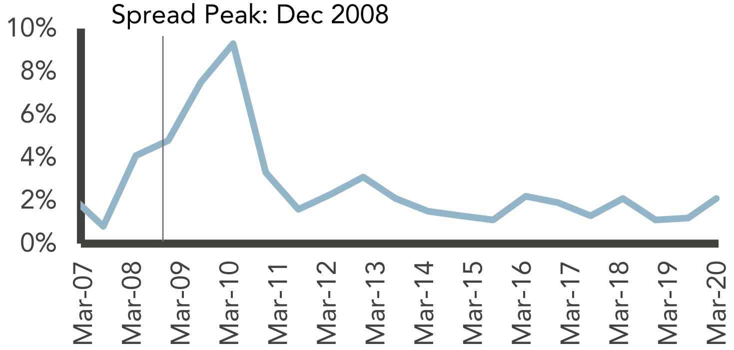


Source: JPMorgan as of March 31, 2020

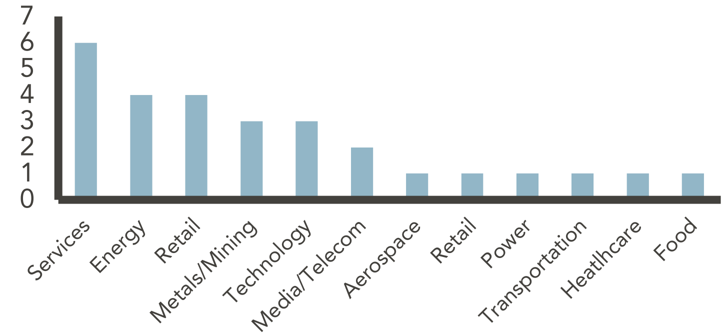
Defaults are just starting to rise

In GFC spread tightening started much earlier than default peaks

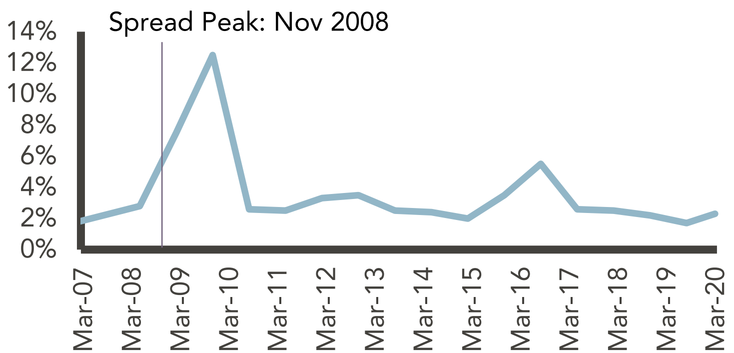
Bank Loan Default Rate Trailing 12-Month



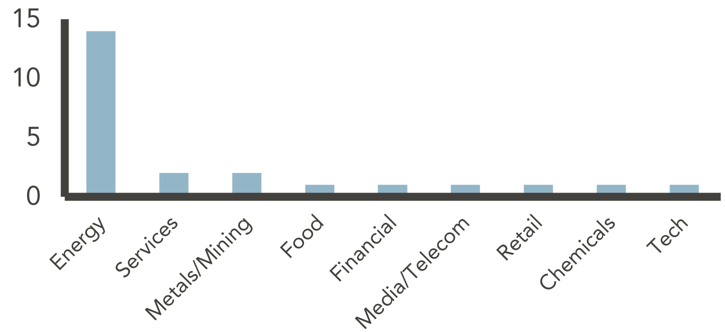
Bank Loan Default Count Trailing 12-Month



High Yield Default Rate Trailing 12-Month



High Yield Default Count Trailing 12-Month



Note: bank loan and high yield issuer bankruptcy rates have been zero or near-zero in the YTD period and loss/recovery data have therefore been unavailable
Source: Credit Suisse as of March 31, 2020

Implied default rates

Based on current spreads and worst case 2009 recoveries, low teens default rates for bank loan and high yield are implied

Implied default rate calculations

Rule of Thumb:

$$\text{Implied default rate} = \frac{\text{spread}}{(1 - \text{recovery rate})}$$

Implied default rate based on bank loan current spread & 2009 recovery rate:

$$\mathbf{14.8\%} = \frac{(10.3\% - 1.4\%)}{(1 - 40\%)}$$

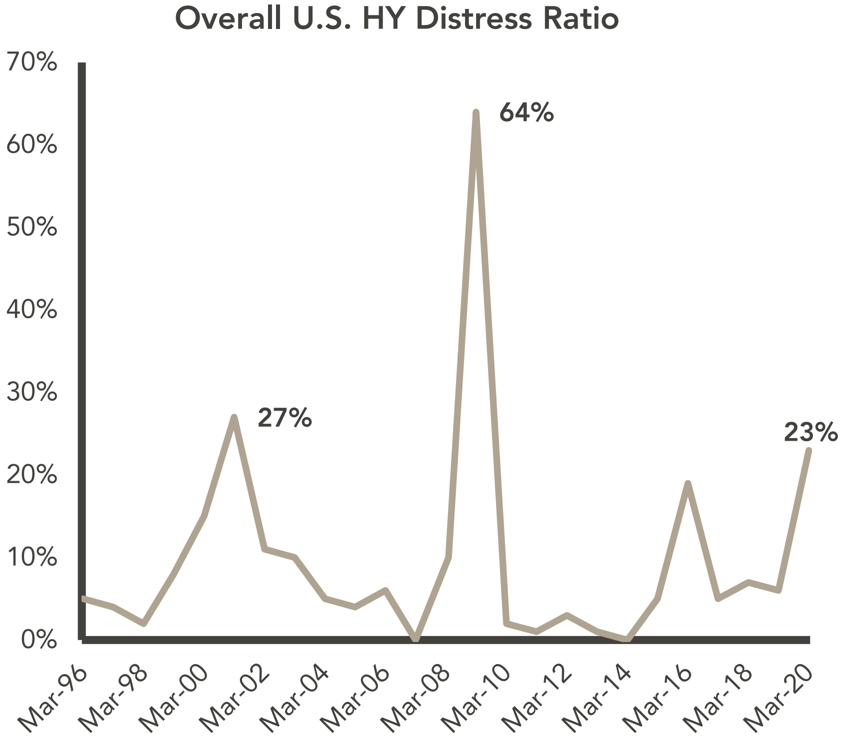
Implied default rate based on high yield current spread & 2009 recovery rate:

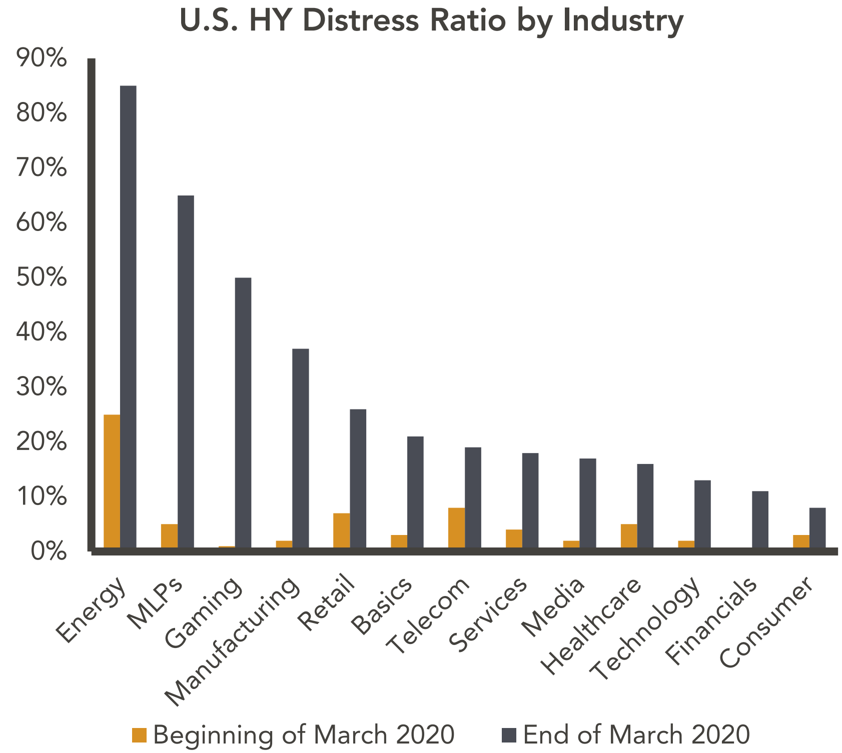
$$\mathbf{11.6\%} = \frac{(9.4\% - 0.7\%)}{(1 - 25\%)}$$

Note: Normal market recovery rates for both bank loans and high yield range between 60-80%, 1.4% bank loan base rate is 3mo LIBOR, 0.7% high yield base rate is 10yr Treasury
Sources: Bloomberg, Credit Suisse, Moody's, as of March 31, 2020

Distress levels picking up

Distress is now at tech crisis levels and has spread to all sectors, led by energy, MLPs, and gaming



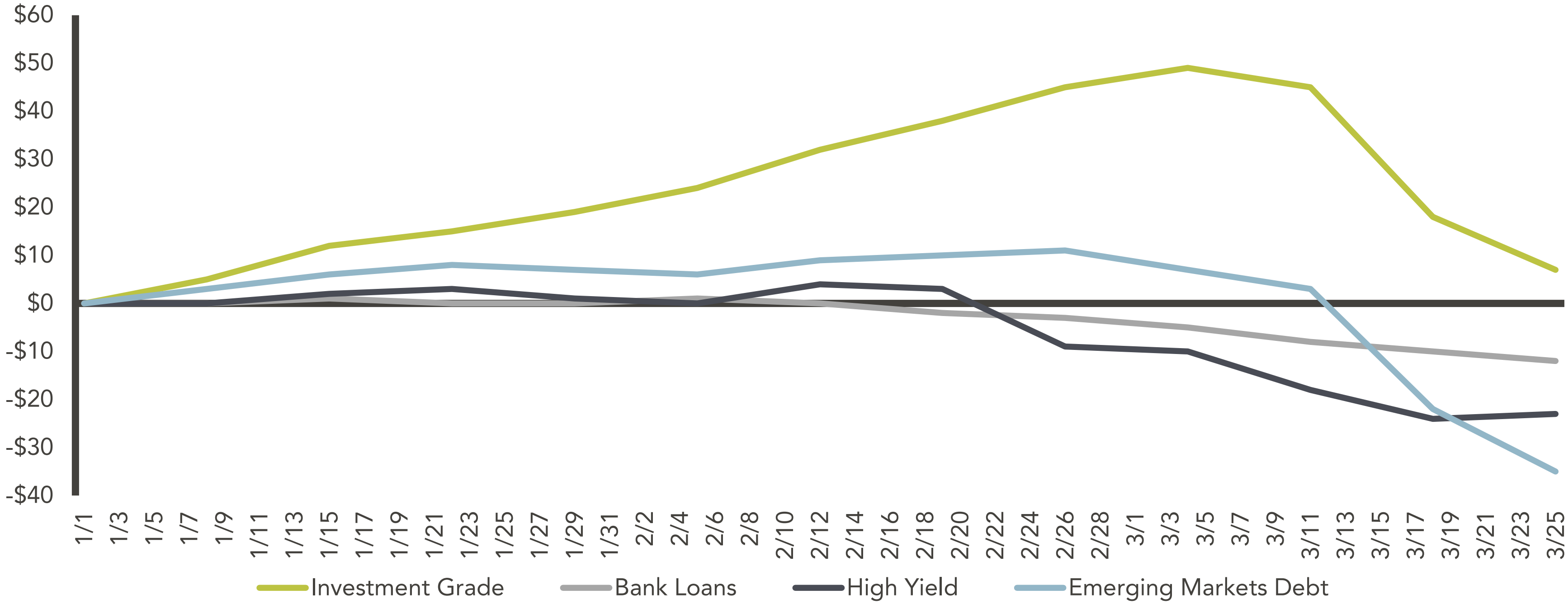


Source: Credit Suisse, Moody's, as of March 31, 2020

Outflows abound, but recent slight inflows in HY

High yield has seen small inflows lately as some investors average in given attractive spreads

YTD Retail Fund Flows ($B)

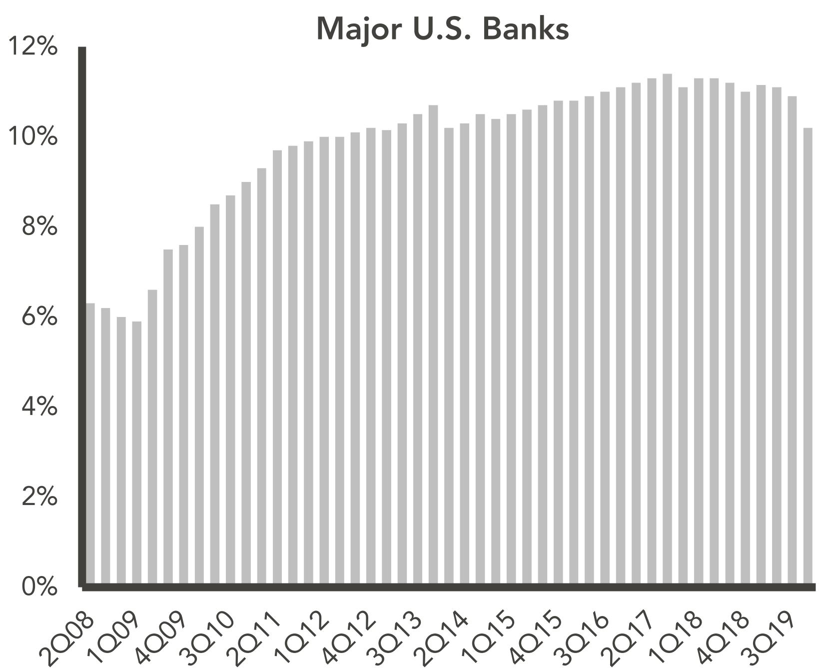


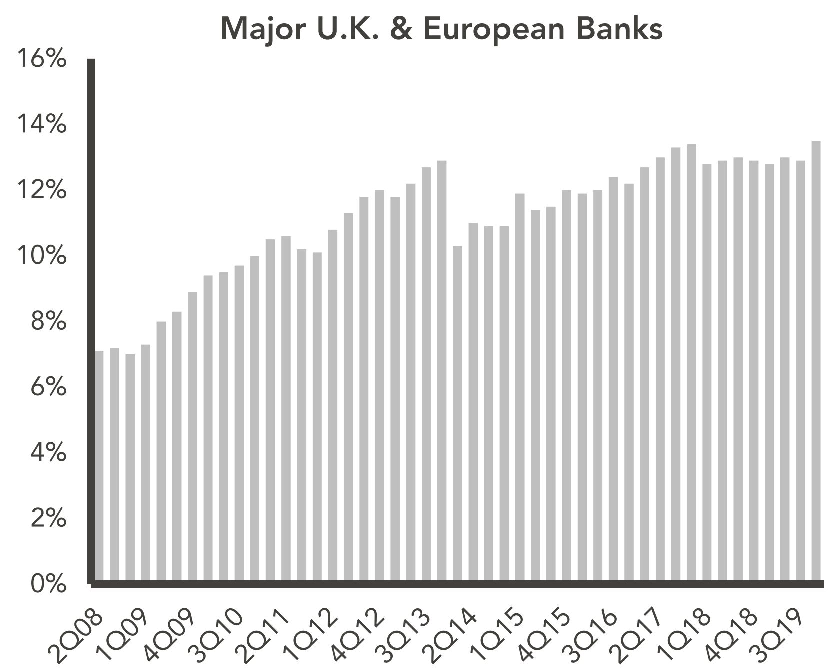
Source: Credit Suisse, EPFR, latest available as of March 31, 2020

Banks much stronger this time

Bank balance sheets are exceptionally strong going into the coronavirus crisis

Common Equity Tier 1 Capital Ratio



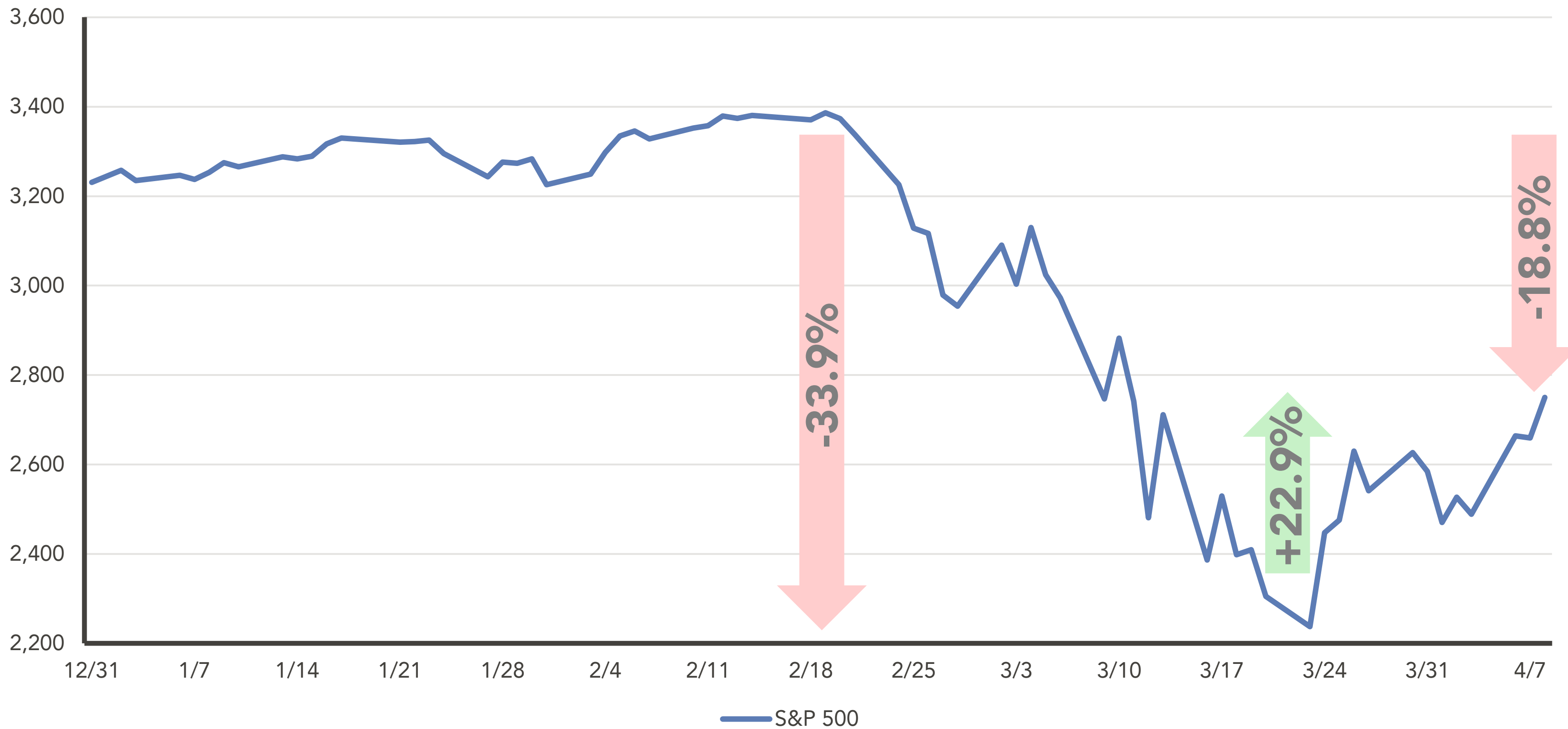


Source: Individual banks

U.S. Equities

S&P 500 goes on a wild ride

S&P 500 price level



Source: Bloomberg

U.S. equities: The longest bull market ever is over

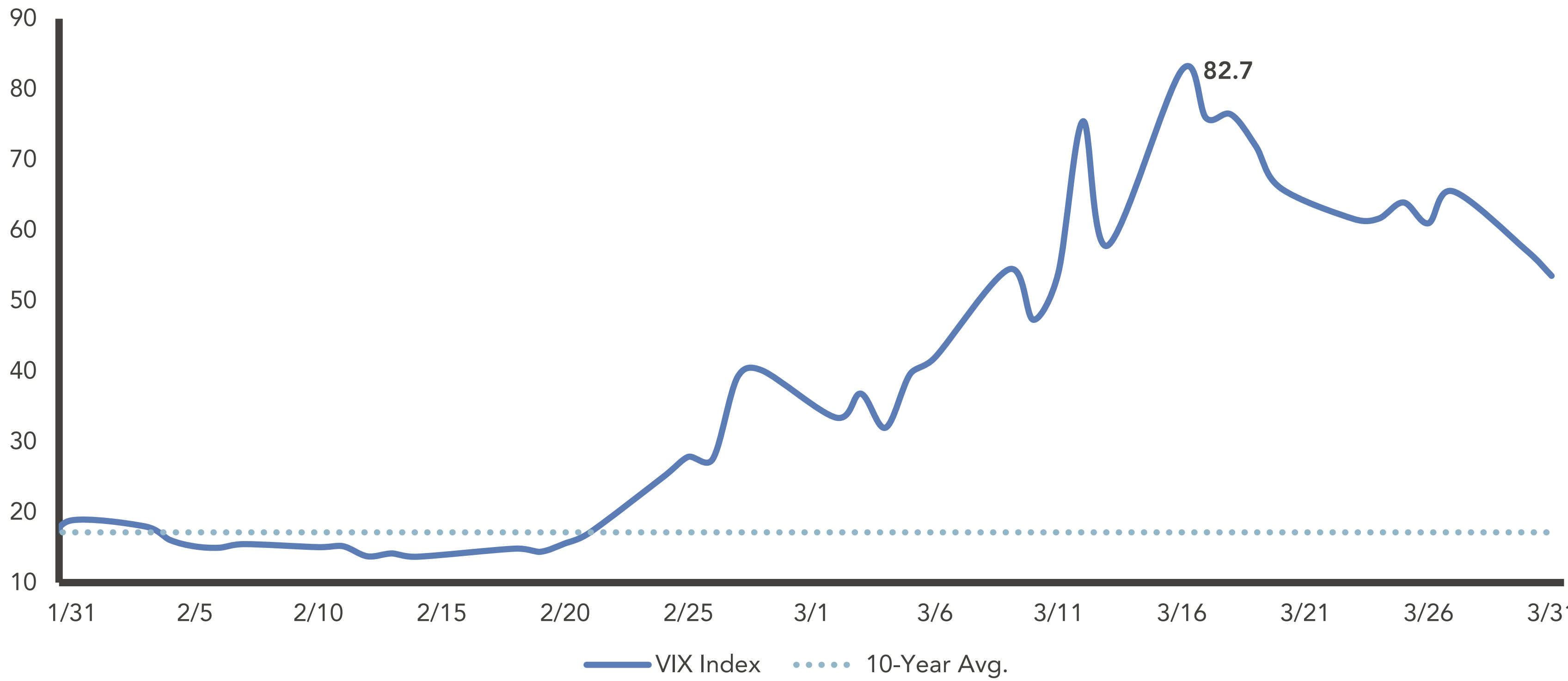
U.S. equity index returns

	Month (%)	3-Month (%)	YTD (%)	1 Year (%)	3 Year (%)	5 Year (%)	10 Year (%)
Broad Market Indices							
Dow Jones	-13.6	-22.7	-22.7	-13.4	4.4	6.9	10.0
Wilshire 5000	-13.6	-20.7	-20.7	-8.9	4.1	6.0	10.2
Russell 3000	-13.8	-20.9	-20.9	-9.1	4.0	5.8	10.1
Large-Cap Market Indices							
S&P 500	-12.4	-19.6	-19.6	-7.0	5.1	6.7	10.5
Russell 1000	-13.2	-20.2	-20.2	-8.0	4.6	6.2	10.4
Russell 1000 Value	-17.1	-26.7	-26.7	-17.2	-2.2	1.9	7.7
Russell 1000 Growth	-9.8	-14.1	-14.1	0.9	11.3	10.4	13.0
Mid-Cap Market Indices							
Russell MidCap	-19.5	-27.1	-27.1	-18.3	-0.8	1.8	8.8
Russell MidCap Value	-22.7	-31.7	-31.7	-24.1	-6.0	-0.8	7.2
Russell MidCap Growth	-14.9	-20.0	-20.0	-9.4	6.5	5.6	10.9
Small-Cap Market Indices							
Russell 2000	-21.7	-30.6	-30.6	-24.0	-4.6	-0.2	6.9
Russell 2000 Value	-24.7	-35.7	-35.7	-29.6	-9.5	-2.4	4.8
Russell 2000 Growth	-19.1	-25.8	-25.8	-18.6	0.1	1.7	8.9

Source: Morningstar Direct as of March 31, 2020

Volatility is here to stay for the foreseeable future

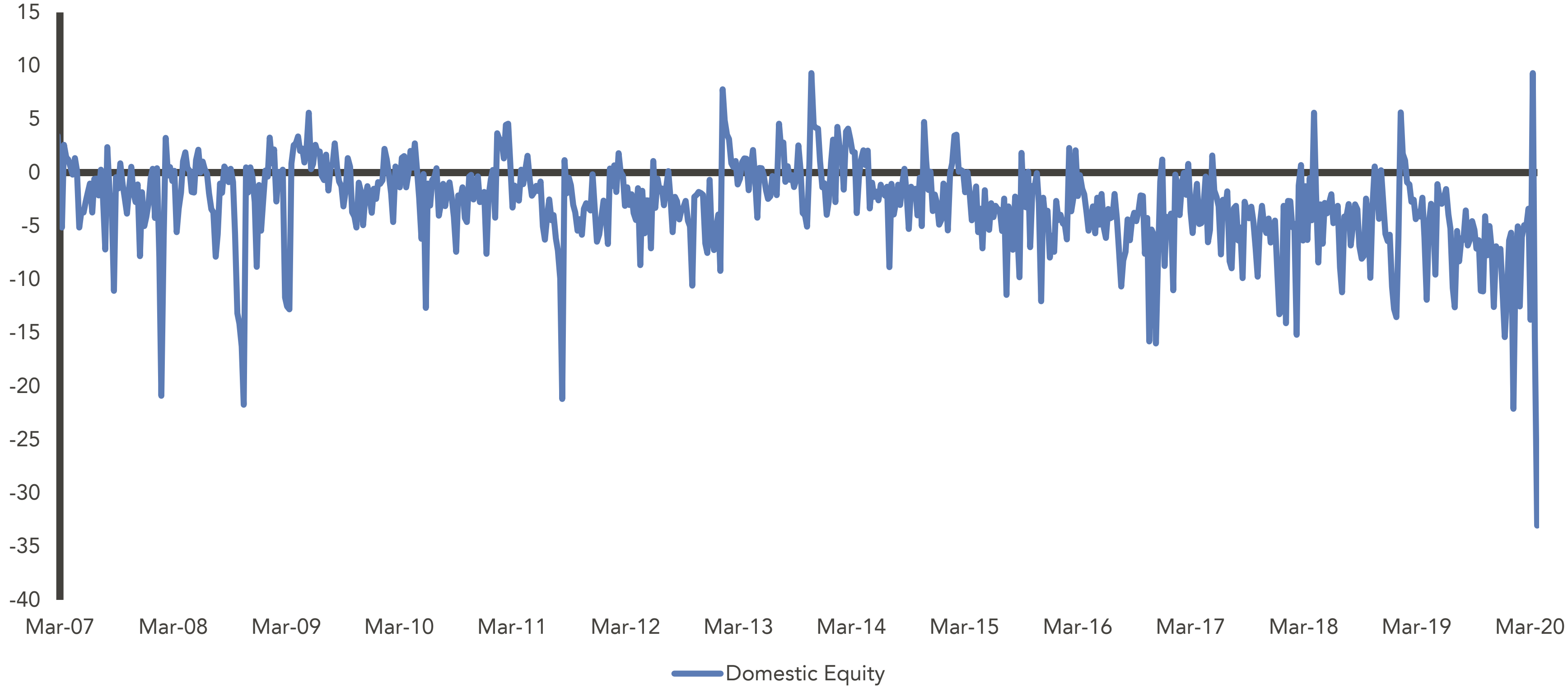
VIX levels over the first quarter



Source: Bloomberg; Data s of March 31, 2020

Significant outflows in March

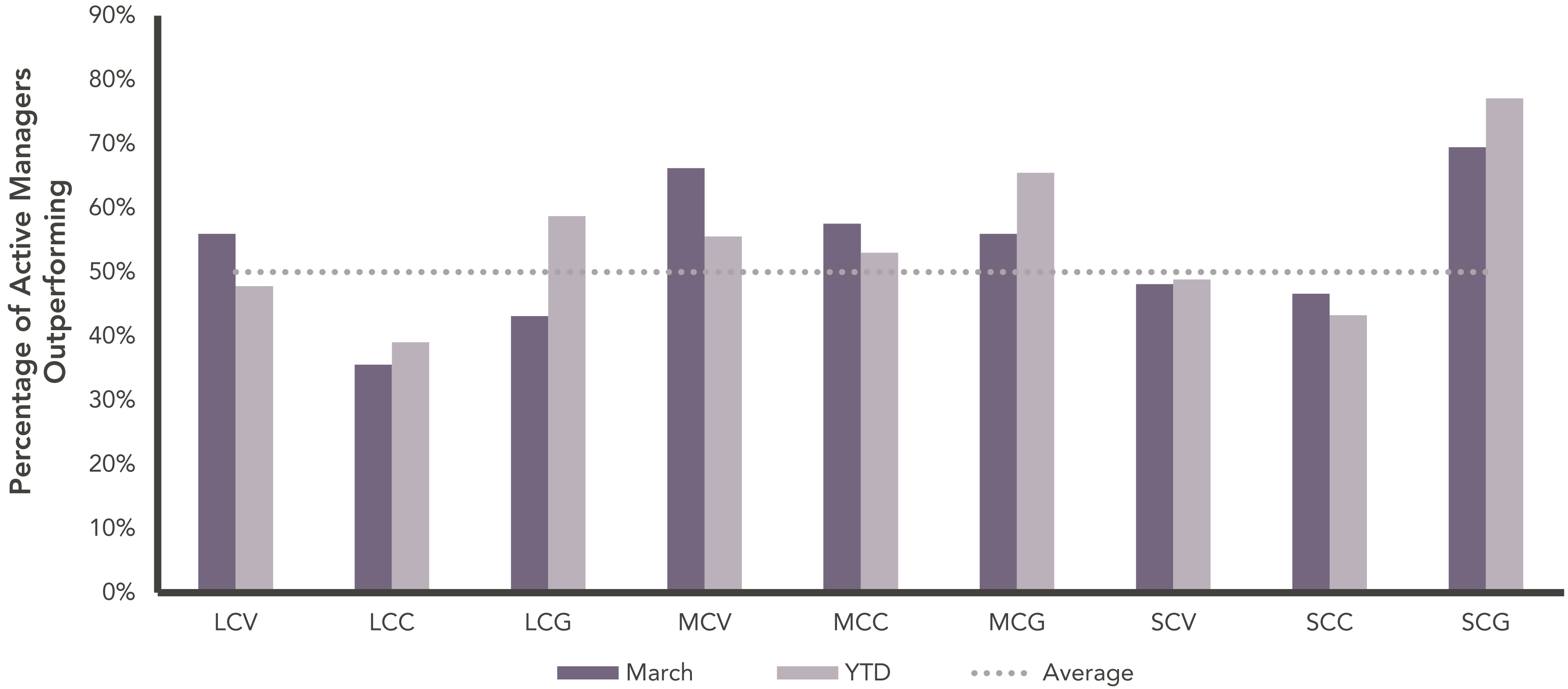
Weekly mutual fund flows



Source: Bloomberg, Data as of March 31, 2020. Assets in Billions.

Large- and small-cap managers struggle to outperform

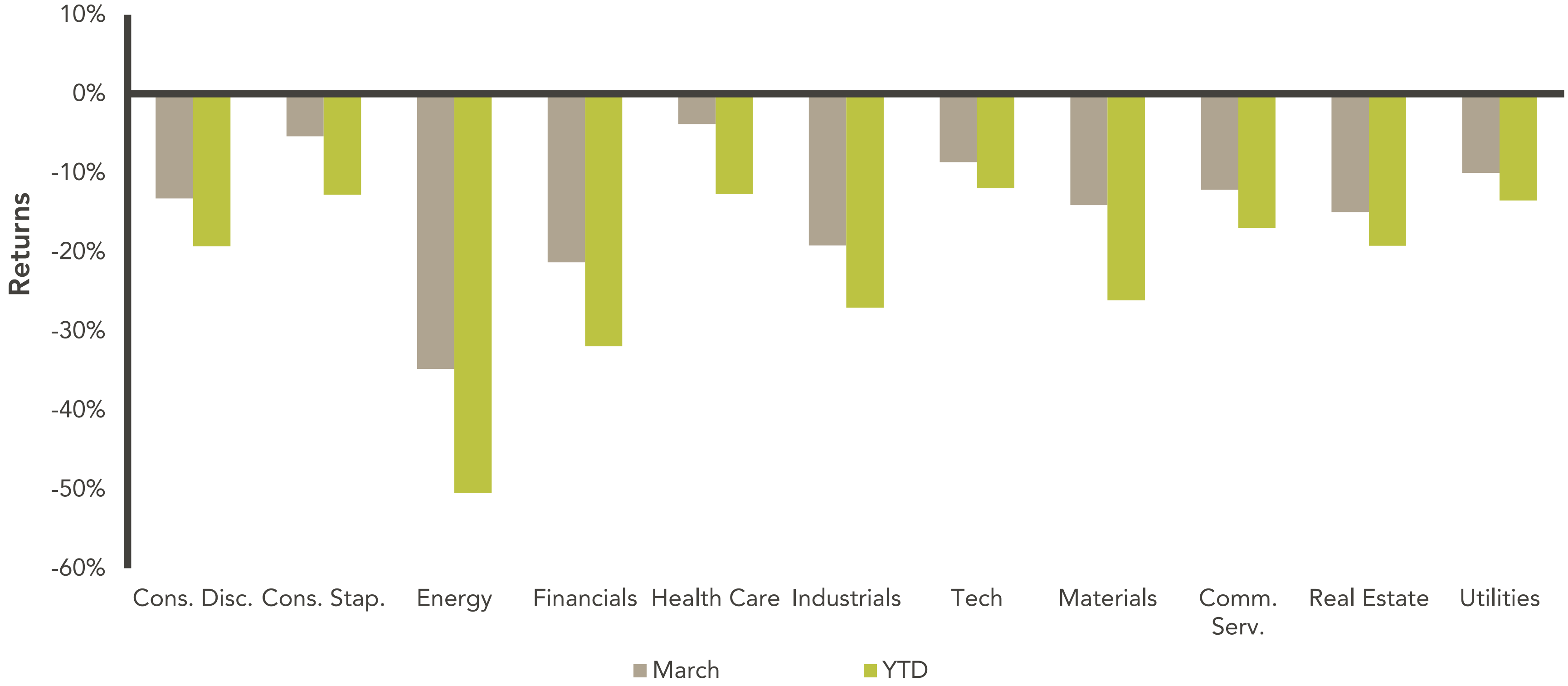
U.S. equity active manager performance



Source: Morningstar Direct as of March 31, 2020

A tale of two sectors: Technology vs. Energy

S&P 500 sector performance



Source: Morningstar Direct as of March 31, 2020

The market has favored strong balance sheets

Comparison of leverage in large- and small-cap stocks

Source: Bloomberg; Data as of March 31, 2020

Valuations fall to attractive levels

U.S. equity core index valuations

Valuation Metrics	S&P 500 Current	S&P 500 Historical Percentile (%)	Russell 1000 Current	Russell 1000 Historical Percentile (%)	Russell Mid Cap Current	Russell Mid Cap Historical Percentile (%)	Russell 2000 Current	Russell 2000 Historical Percentile (%)
P/E	16.8	35	16.6	30	14.6	5	12.5	3
Forward P/E	16.7	50	17.0	51	16.5	40	11.3	2
P/B	2.8	50	2.7	44	2.0	11	1.5	3
P/S	1.9	73	1.8	73	1.2	56	0.8	16
P/CF	11.1	46	11.0	45	9.4	27	12.6	49
Average		51		49		28		15

Source: Bloomberg. TTM P/E is adjusted for negative earnings. Small-cap forward P/E is adjusted for negative earnings. Percentiles are based on data Jan. 1995 – Mar. 2020

Growth valuations continue to exceed value

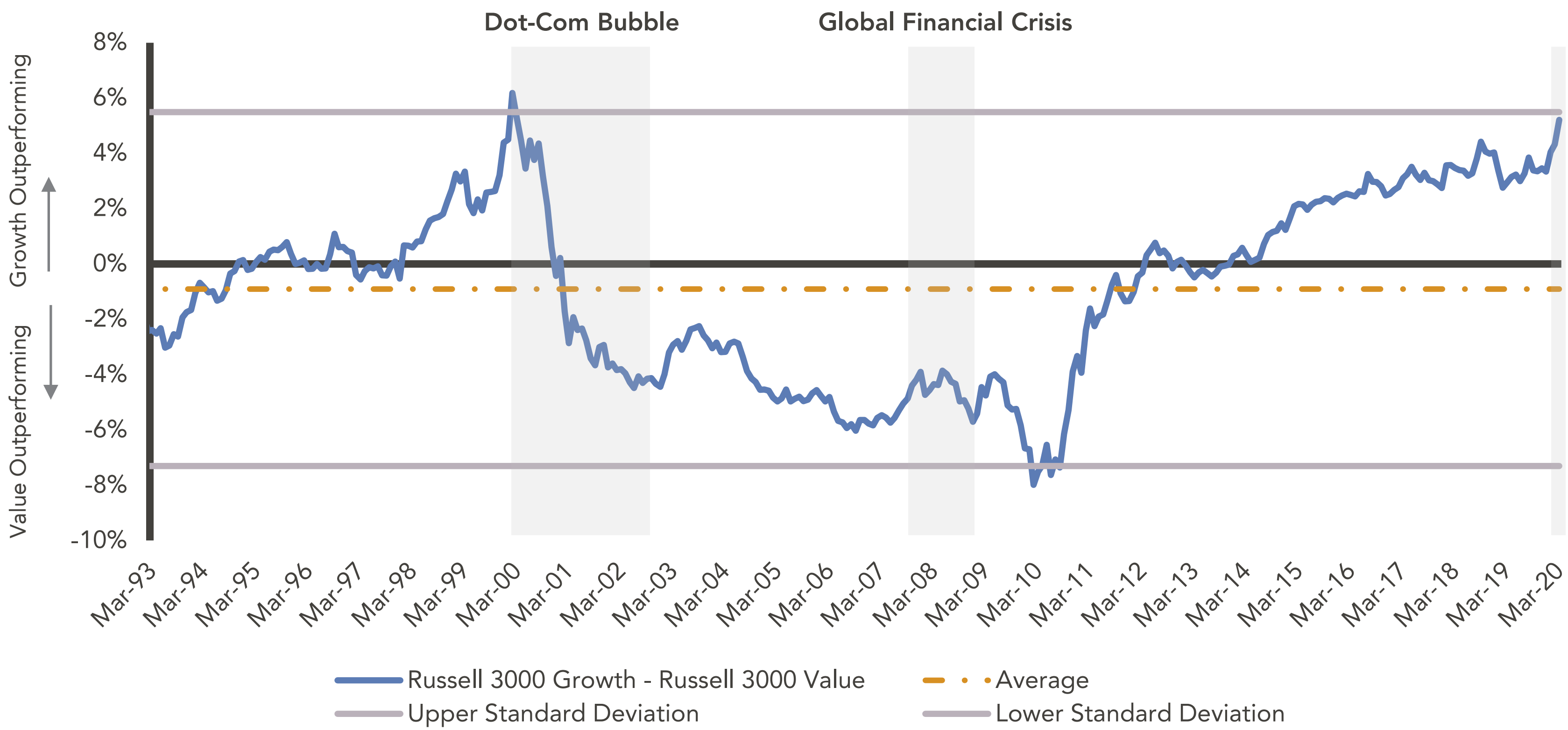
U.S. equity style index valuations

Valuation Metrics	Russell 1000 Value Current	Russell 1000 Value Historical Percentile (%)	Russell 1000 Growth Current	Russell 1000 Growth Historical Percentile (%)	Russell Mid Cap Value Current	Russell Mid Cap Value Historical Percentile (%)	Russell Mid Cap Growth Current	Russell Mid Cap Growth Historical Percentile (%)	Russell 2000 Value Current	Russell 2000 Value Historical Percentile (%)	Russell 2000 Growth Current	Russell 2000 Growth Historical Percentile (%)
P/E	12.6	14	22.6	70	11.8	5	22.2	48	9.9	0	17.2	8
Forward P/E	13.4	22	21.7	81	13.4	4	23.5	84	9.2	2	14.5	13
P/B	1.6	18	7.0	89	1.4	7	4.8	65	0.9	0	3.2	37
P/S	1.2	37	3.0	88	0.9	51	2.1	78	0.6	10	1.3	31
P/CF	7.8	32	16.5	79	7.1	20	15.9	73	6.6	10	49.7	99
Average		25		81		17		69		5		38

Source: Bloomberg. TTM P/E is adjusted for negative earnings. Small-cap forward P/E is adjusted for negative earnings. Percentiles are based on data Mar. 2000 – Mar. 2020

Nearing Tech Bubble style disparities

Rolling 10-year trailing performance of growth minus value



Source: eVestment as of March 31, 2020

Bear markets rip through equity valuations

P/E multiple contraction for S&P 500 during bear markets

Bear Start (Peak)	Bear End (Trough)	Starting P/E	Ending P/E	P/E Contraction
1/11/1973	10/3/1974	19.5	7.5	-61.3%
11/28/1980	8/12/1982	9.1	7.1	-22.5%
3/24/2000	10/9/2002	30.6	17.3	-43.5%
10/9/2007	3/9/2009	17.5	11.1	-36.7%
2/19/2020	**Current (3/31/2020)**	**22.3**	**17.0**	**-23.6%**
			Average	-41.0%
			Median	-40.1%

Source: Bloomberg as of March 31, 2020; Trailing P/E is used

Bear markets and recoveries in perspective

S&P 500 corrections dating back to 1950

Bear Start (Peak)	To -10%	To -20%	Bear End (Trough)	Recovery	Days to -20%	Days to Trough	Days to Recovery	Drawdown	6 Month Post-Bear	1 Year Post-Bear	2 Year Post-Bear
2/19/2020	2/27/2020	3/12/2020			16						
10/9/2007	11/26/2007	7/7/2008	3/9/2009	3/28/2013	186	355	1021	-56.8%	52.7%	68.6%	95.1%
3/24/2000	4/14/2000	3/12/2001	10/9/2002	5/30/2007	242	637	1166	-49.1%	11.5%	33.7%	44.5%
8/25/1987	10/15/1987	10/19/1987	12/4/1987	7/26/1989	38	71	414	-33.5%	19.0%	21.4%	56.9%
11/28/1980	8/24/1981	2/22/1982	8/12/1982	11/3/1982	310	430	58	-27.1%	44.1%	58.3%	61.5%
1/11/1973	4/27/1973	11/27/1973	10/3/1974	7/17/1980	221	436	1462	-48.2%	30.9%	38.0%	67.3%
11/29/1968	6/19/1969	1/29/1970	5/26/1970	3/6/1972	288	369	451	-36.1%	27.2%	43.7%	59.7%
2/9/1966	5/16/1966	8/29/1966	10/7/1966	5/4/1967	139	167	143	-22.2%	22.9%	32.9%	41.7%
12/12/1961	4/30/1962	5/28/1962	6/26/1962	9/3/1963	115	135	299	-28.0%	20.5%	32.7%	55.7%
8/2/1956	10/1/1956	10/21/1957	10/22/1957	9/24/1958	306	307	233	-21.6%	9.8%	31.0%	43.7%
			Average		186	323	583	-35.8%	26.5%	40.0%	58.4%

Source: Bloomberg as of March 31, 2020; post-bear returns are cumulative for each time period

Small-caps entered a bear market in 2018

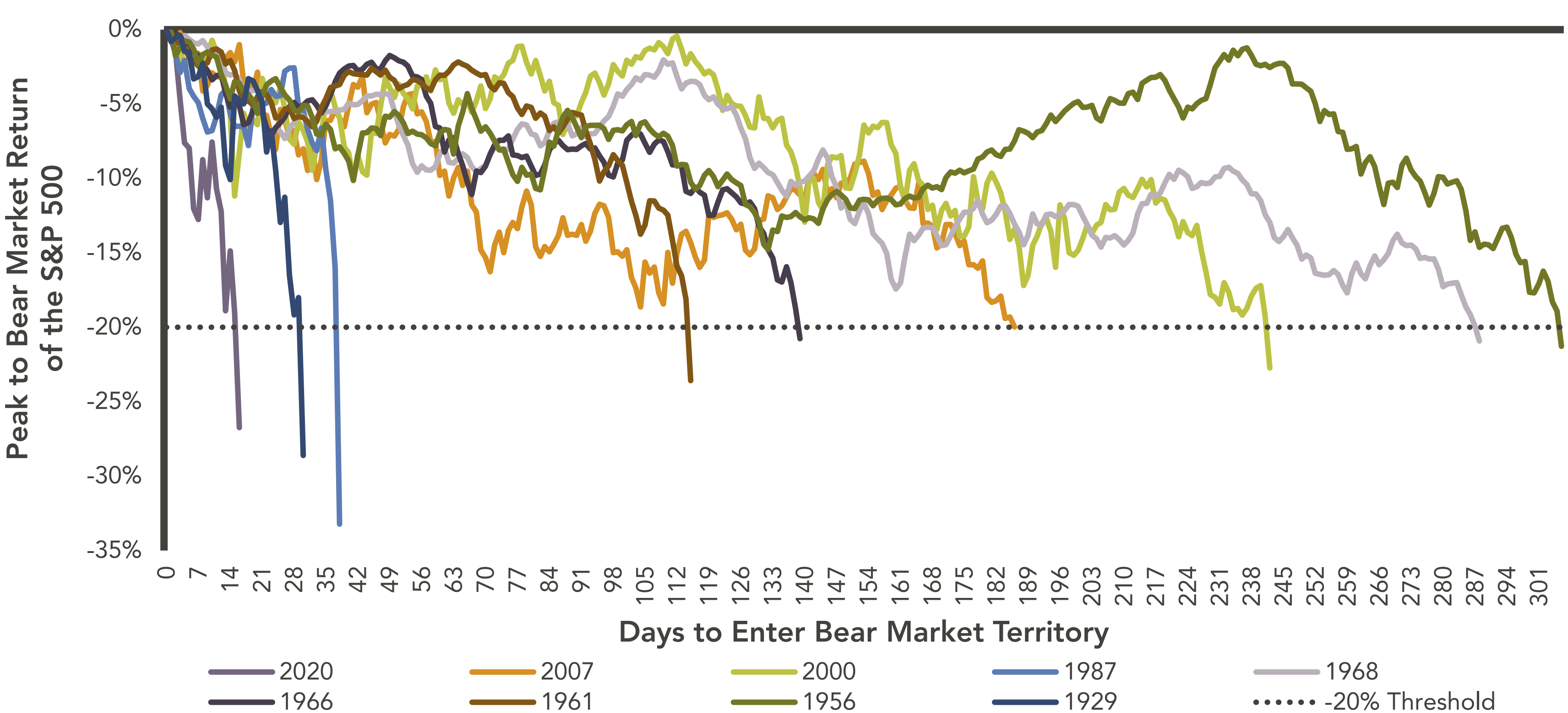
Russell 2000 corrections dating back to 1978

Bear Start (Peak)	To -20%	Bear End (Trough)	Recovery	Days to -10%	Days to -20%	Days to Trough	Days to Recovery	Drawdown	6 Month Post-Bear	1 Year Post-Bear	2 Year Post-Bear
8/31/2018	12/17/2018			28	73						
6/23/2015	1/13/2016	2/11/2016	11/14/2016	42	141	161	192	-26.4%	28.9%	45.6%	55.0%
4/29/2011	8/8/2011	10/3/2011	1/2/2013	30	69	108	315	-29.6%	37.0%	37.6%	75.7%
7/13/2007	3/3/2008	3/9/2009	4/27/2011	15	160	416	539	-59.9%	70.8%	95.1%	139.2%
3/9/2000	4/14/2000	10/9/2002	11/10/2004	14	26	652	526	-46.1%	13.8%	59.4%	76.0%
4/21/1998	8/25/1998	10/8/1998	12/29/1999	38	90	122	319	-36.9%	28.7%	37.7%	57.8%
10/9/1989	8/20/1990	10/31/1990	9/30/1991	75	225	277	238	-34.0%	43.1%	55.3%	67.2%
8/21/1987	10/19/1987	10/28/1987	8/3/1989	40	41	48	461	-39.1%	36.5%	38.8%	57.3%
6/24/1983	2/23/1984	7/25/1984	12/12/1985	80	168	274	350	-26.0%	19.6%	30.8%	52.2%
6/15/1981	9/23/1981	8/12/1982	11/4/1982	49	70	294	59	-29.2%	64.6%	93.9%	73.6%
2/8/1980	3/25/1980	3/27/1980	7/17/1980	18	31	33	77	-26.7%	56.9%	75.2%	45.7%
		Average		39	100	239	308	-35.4%	40.0%	57.0%	70.0%

Source: Bloomberg as of March 31, 2020; post-bear returns are cumulative for each time period

Record decline into bear territory

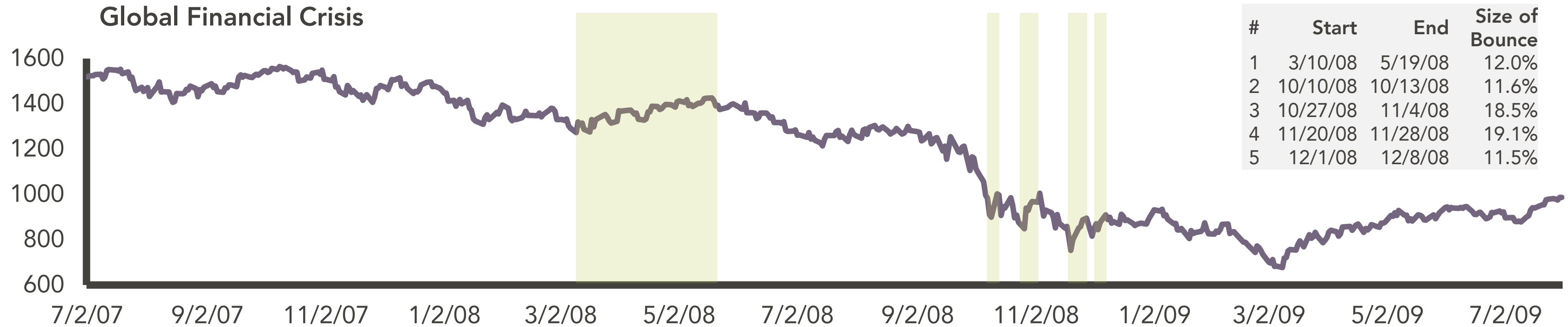
Historical length of time for a bull market tumbling to a bear market



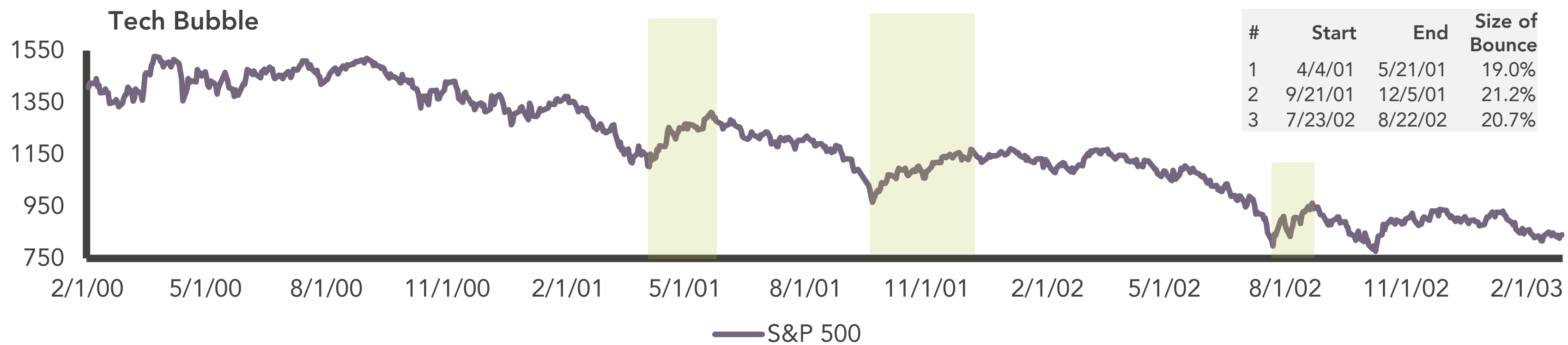
Source: Bloomberg as of March 31, 2020

Rallies often occur before hitting a market bottom

10%+ rallies within a bear market



#	Start	End	Size of Bounce
1	3/10/08	5/19/08	12.0%
2	10/10/08	10/13/08	11.6%
3	10/27/08	11/4/08	18.5%
4	11/20/08	11/28/08	19.1%
5	12/1/08	12/8/08	11.5%

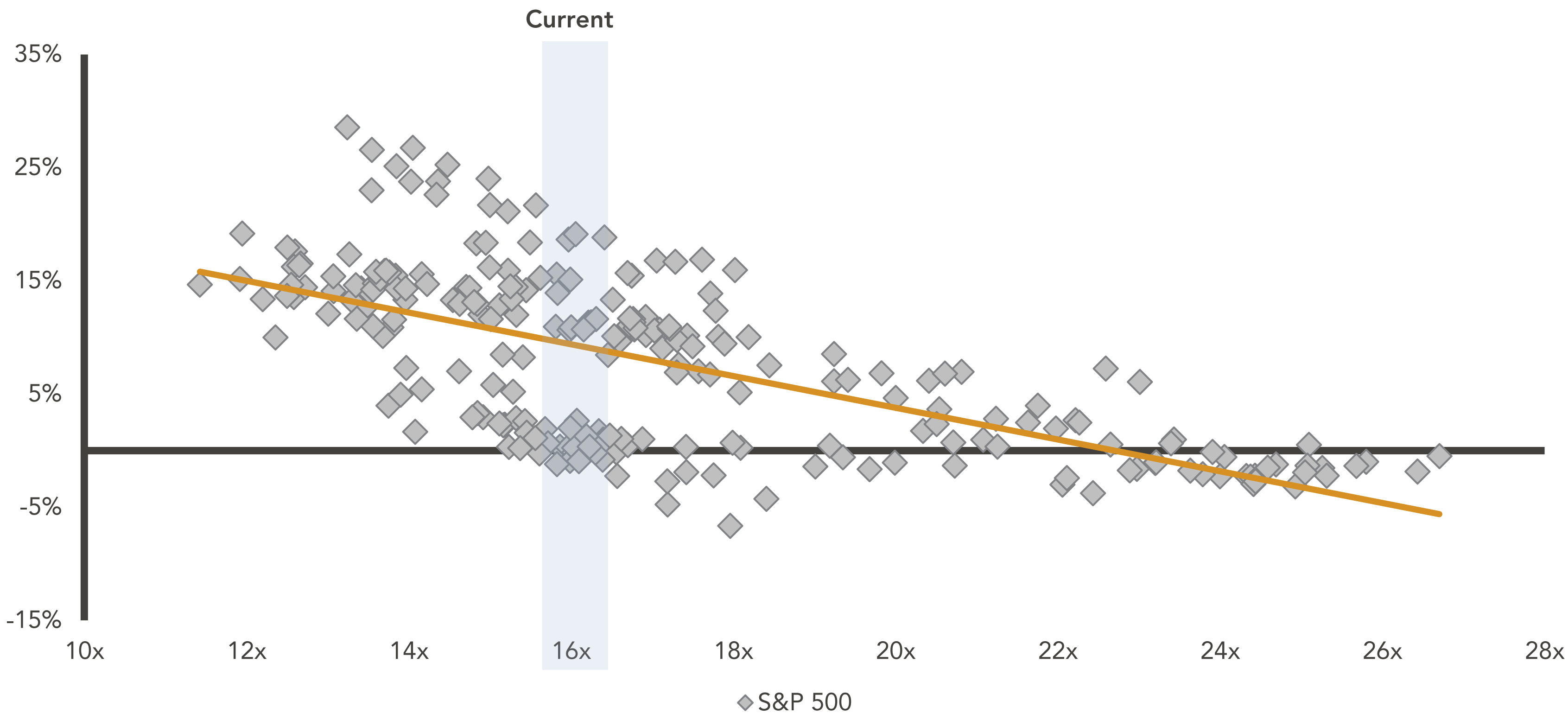


#	Start	End	Size of Bounce
1	4/4/01	5/21/01	19.0%
2	9/21/01	12/5/01	21.2%
3	7/23/02	8/22/02	20.7%

Source: Bloomberg

Lower valuations translate to better forward returns

S&P 500 forward P/E & subsequent 5-year return



Source: Bloomberg as of March 31, 2020

Lower valuations translate to better forward returns

Russell 2000 forward P/E & subsequent 5-year return

Source: Bloomberg, Data as of March 31, 2020

U.S. equity takeaways

- Market volatility seems to have peaked, but remains far elevated from historical averages
- We expect the market to favor cash-rich, lower debt companies over the short-term
- Surprisingly, growth continues to see strong outperformance over value in the bear market, but that may be nearing an end as investors reassess “risky” business models
- A reset towards a positive economic outlook will be necessary to support the beginning of a rebound in small cap stocks
- Wall Street now expects 2020 earnings to fall by 20% to 50%
- Given that the U.S. economy is most likely in recession, earlier expectations of mid to high single digit equity returns seem unlikely
- The continued path of the COVID-19 disease (i.e. infections and recoveries) will be a key driver of equity returns

Non-U.S. Equities

Non-U.S. equities: an infamous quarter

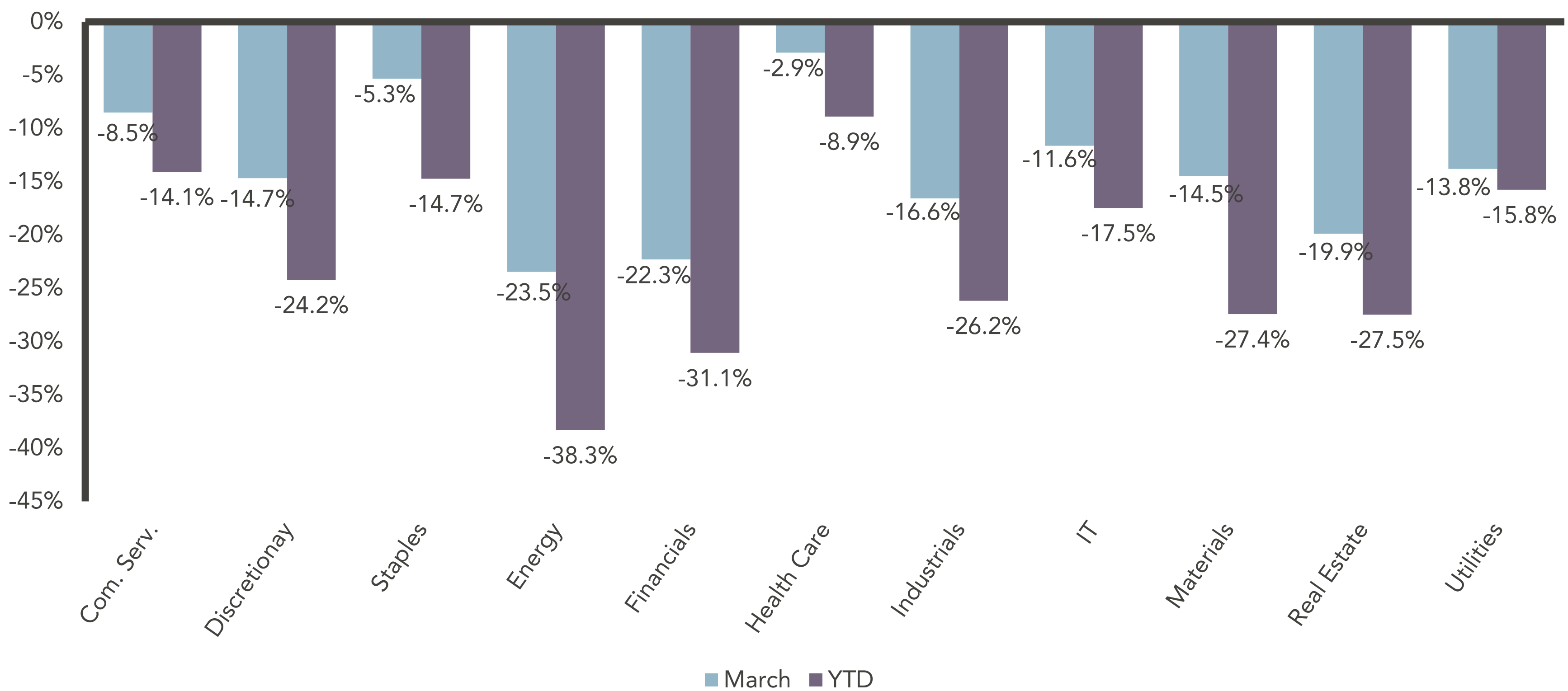
Coronavirus leads to abrupt and acute declines

	Month (%)	3-Month (%)	YTD (%)	1 Year (%)	3 Year (%)	5 Year (%)	10 Year (%)
MSCI ACWI	-13.5	-21.4	-21.4	-11.3	1.5	2.9	5.9
MSCI ACWI ex. U.S.	-14.5	-23.4	-23.4	-15.6	-2.0	-0.6	2.1
MSCI EAFE	-13.4	-22.8	-22.8	-14.4	-1.8	-0.6	2.7
MSCI EAFE Local	-12.5	-20.6	-20.6	-12.6	-1.8	-0.2	4.4
MSCI Emerging Markets	-15.4	-23.6	-23.6	-17.7	-1.6	-0.4	0.7
MSCI EM Local	-13.0	-19.1	-19.1	-13.0	1.4	2.0	3.8
MSCI EAFE Small-Cap	-17.2	-27.5	-27.5	-18.2	-2.9	1.0	4.8
MSCI EM Small-Cap	-23.1	-31.4	-31.4	-29.0	-9.6	-5.2	-1.3
MSCI Frontier	-22.0	-26.6	-26.6	-19.0	-4.3	-2.9	1.0

Source: eVestment as of March 2020

ACWI ex U.S. sector performance

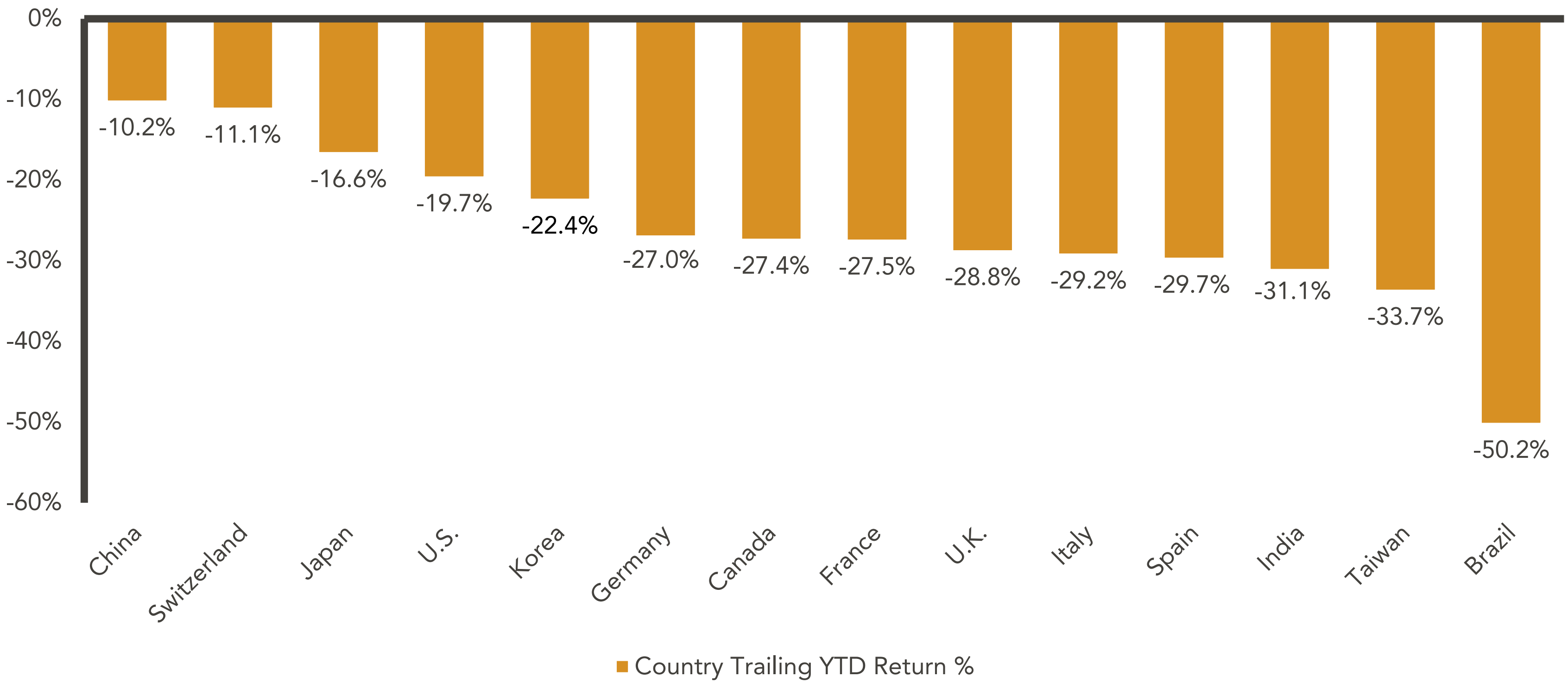
Largest declines experienced in cyclicals, led by Energy and Financials



Source: Bloomberg

YTD all country returns

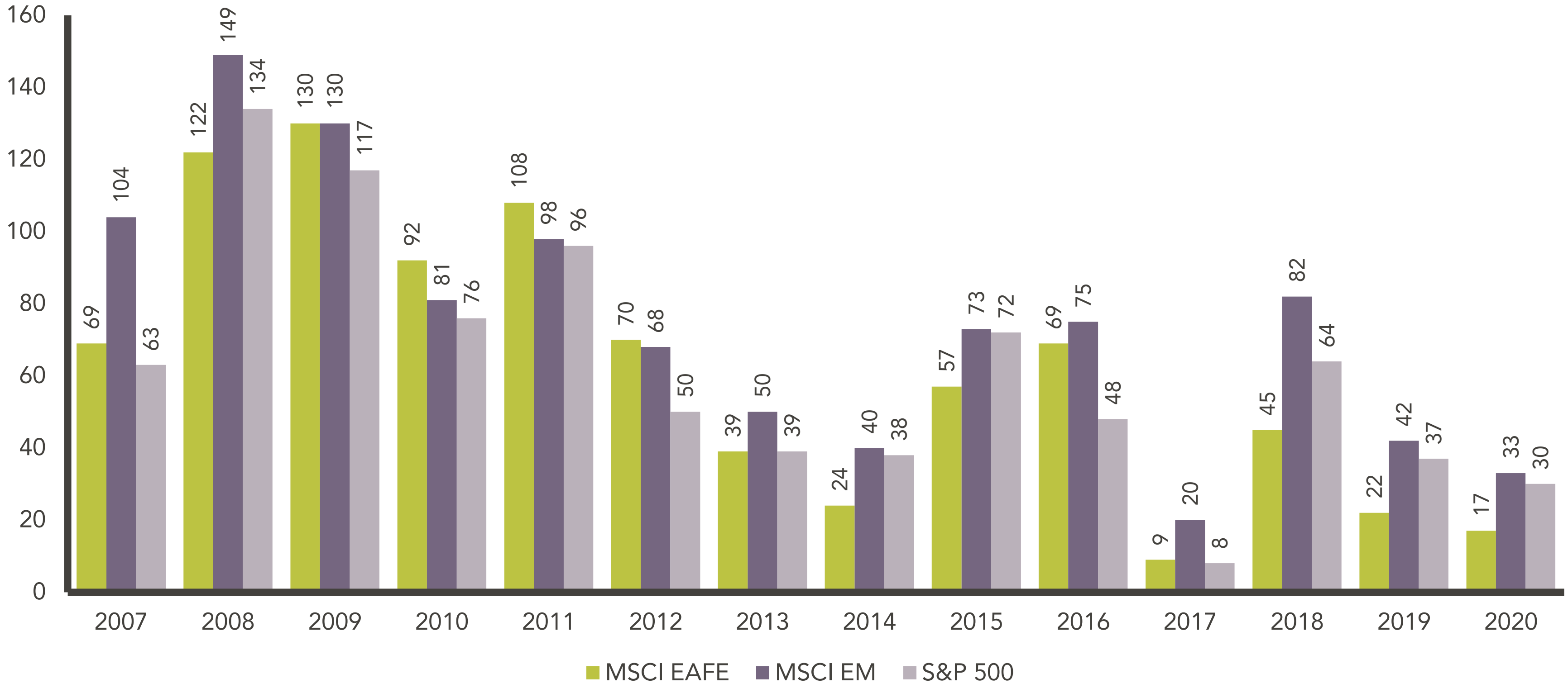
China is the top performer, while Brazil was hit the hardest



Source: Bloomberg as of March 31, 2020

Volatility rises across global equities

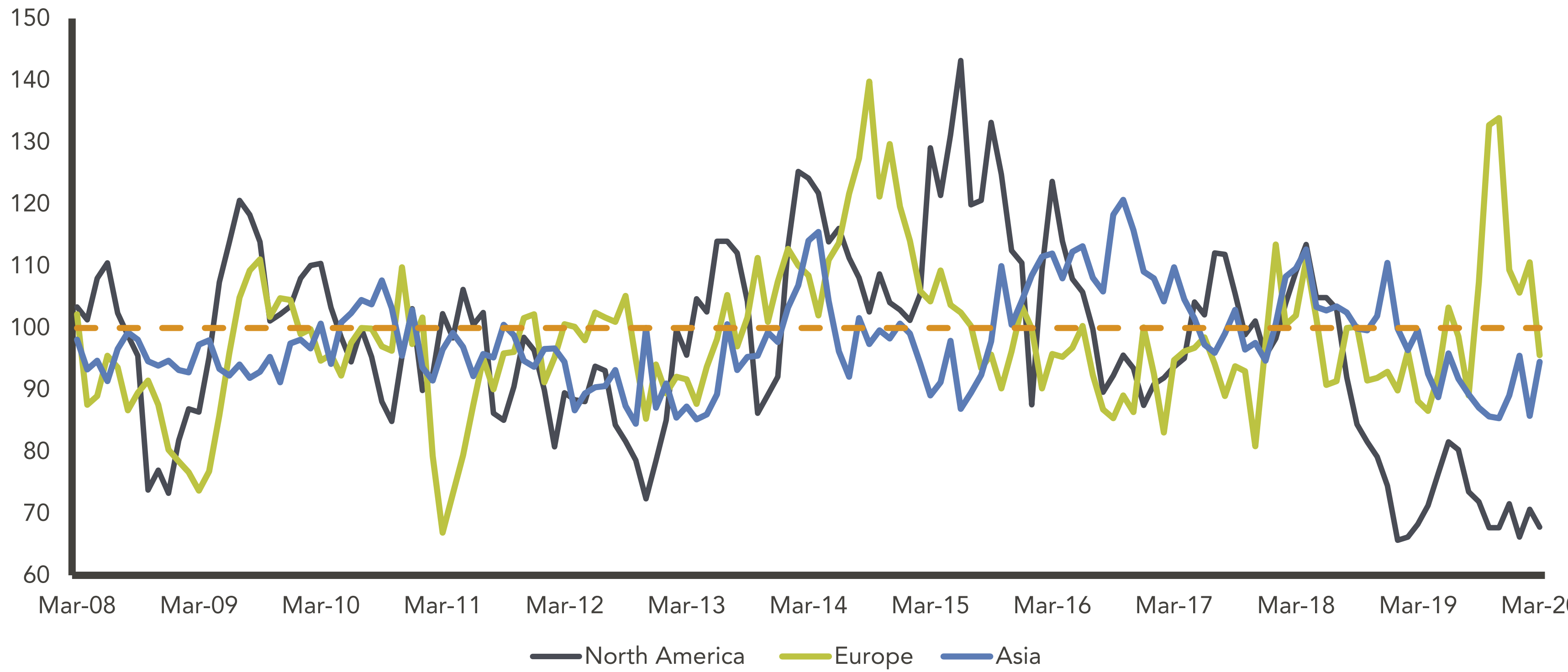
Number of days with a 1% move or greater



Source: Bloomberg through March 31, 2020

U.S. institutional investor remains in risk-off mode

State Street's Investor Confidence Index



Sources: Bloomberg

EAFE bear markets and subsequent recovery

From 2020 peak to March 23rd trough, EAFE index returned -33.9%

Bear Start (Peak)	Bear End (Trough)	Duration (Months)	Drawdown	1 Year Post-Bear	2 Year Post-Bear
10/31/2007	3/9/2009	16	-61.8%	70.4%	89.6%
1/3/2000	3/12/2003	38	-53.6%	57.3%	90.0%
7/20/1998	10/5/1998	2	-24.6%	39.1%	40.9%
1/4/1990	4/9/1992	27	-32.5%	23.3%	43.0%
5/15/1987	11/11/1987	5	-21.7%	35.7%	40.4%
4/2/1984	7/23/1984	3	-20.4%	40.7%	151.4%
10/30/1980	8/12/1982	21	-27.5%	32.5%	47.8%
3/15/1973	10/9/1974	18	-47.2%	26.8%	27.4%
	Average	16.3	-36.2%	40.7%	66.3%

Note: Daily price indices are used to capture longer time periods and to represent the sensitivity to short-term market stress
Source: Bloomberg as of March 31, 2020; data since 1970

EM bear markets and subsequent recovery

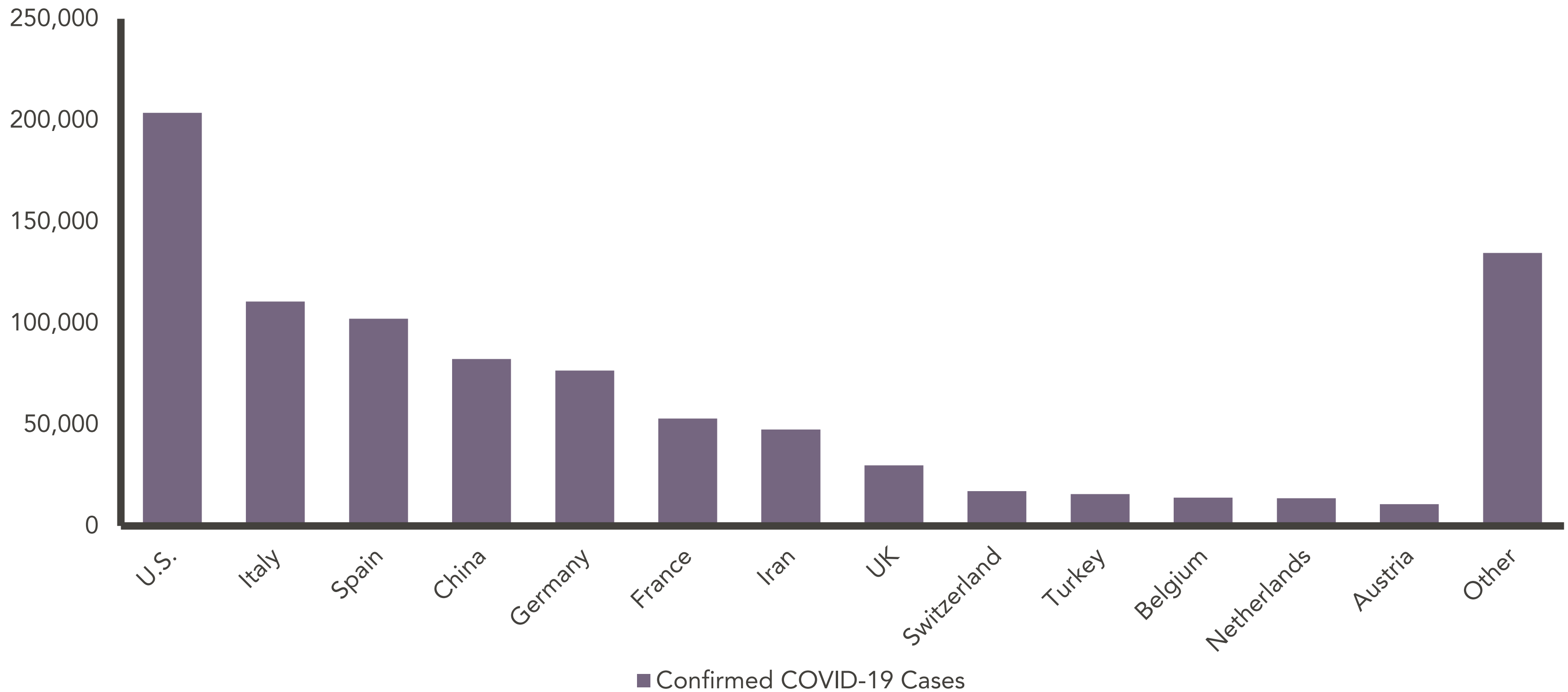
From 2020 peak to March 23rd trough, EM index returned -33.7%

Bear Start (Peak)	Bear End (Trough)	Duration (Months)	Drawdown	1 Year Post-Bear	2 Year Post-Bear
10/29/2007	10/27/2008	11	-66.1%	108.4%	141.9%
5/8/2006	6/13/2006	1	-24.5%	52.6%	68.4%
9/16/1994	9/10/1998	47	-59.8%	73.7%	77.5%
8/1/1990	1/16/1991	5	-31.9%	74.8%	83.5%
	Average	16.0	-45.6%	77.4%	92.8%

Note: Daily price indices are used to capture longer time periods and to represent the sensitivity to short-term market stress
Source: Bloomberg as of March 31, 2020; data since 1988

Number of COVID-19 cases

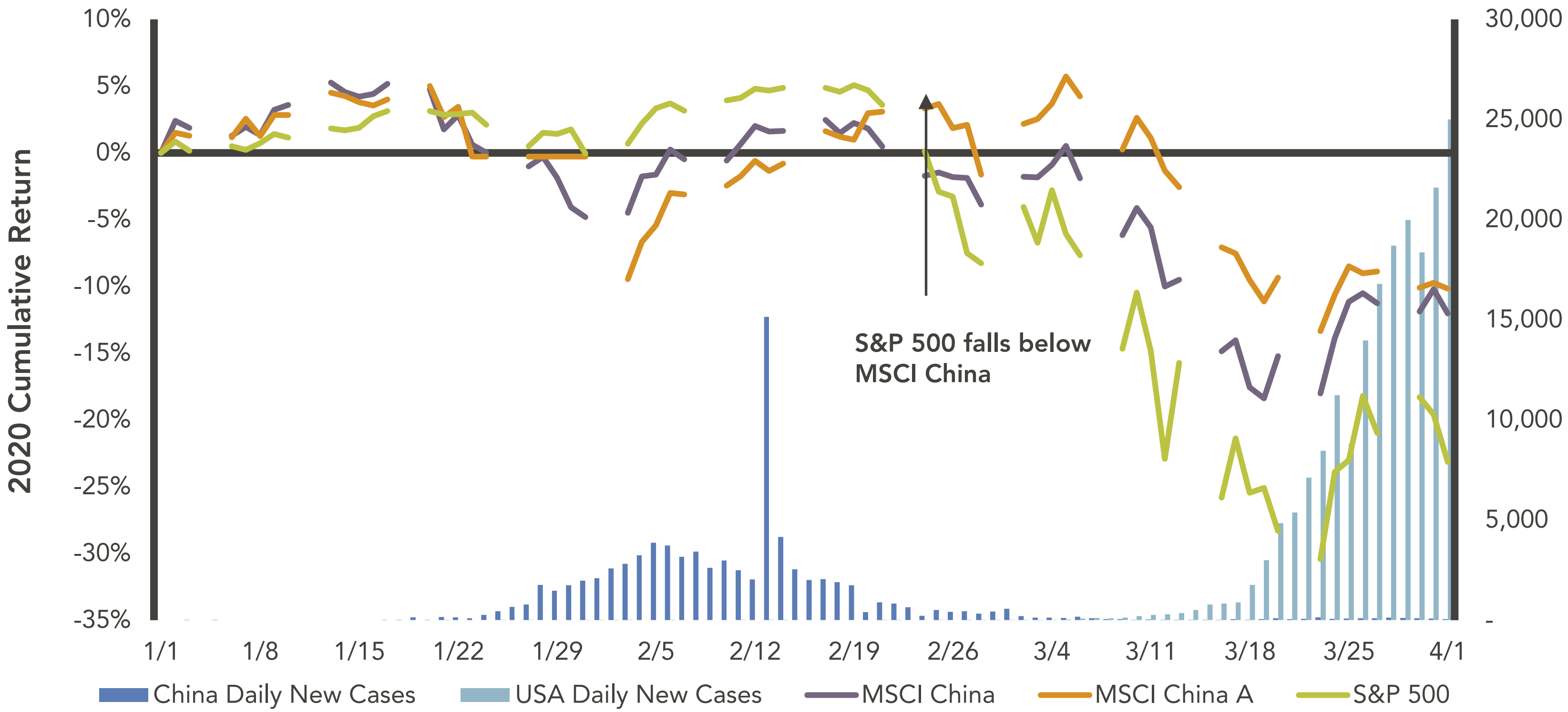
The number of cases in U.S., Italy, and Spain have surpassed China



Source: John Hopkins as of April 1, 2020 1:20pm CT

Chinese equities outperform, will U.S. follow?

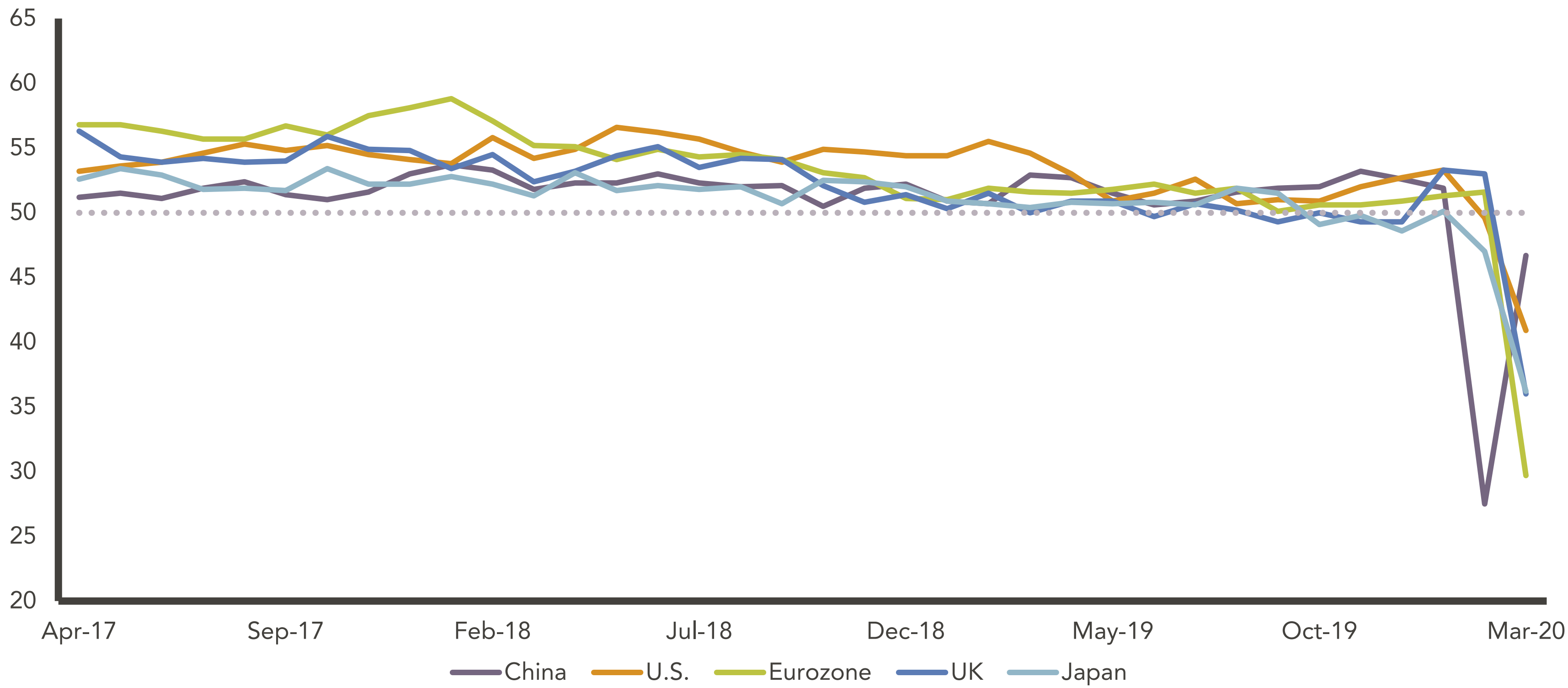
Daily new cases peaked in China, not yet in the U.S.



Source: Bloomberg and European Center for Disease Control, data through April 1, 2020.

Composite PMIs: China first to fall and first to rise

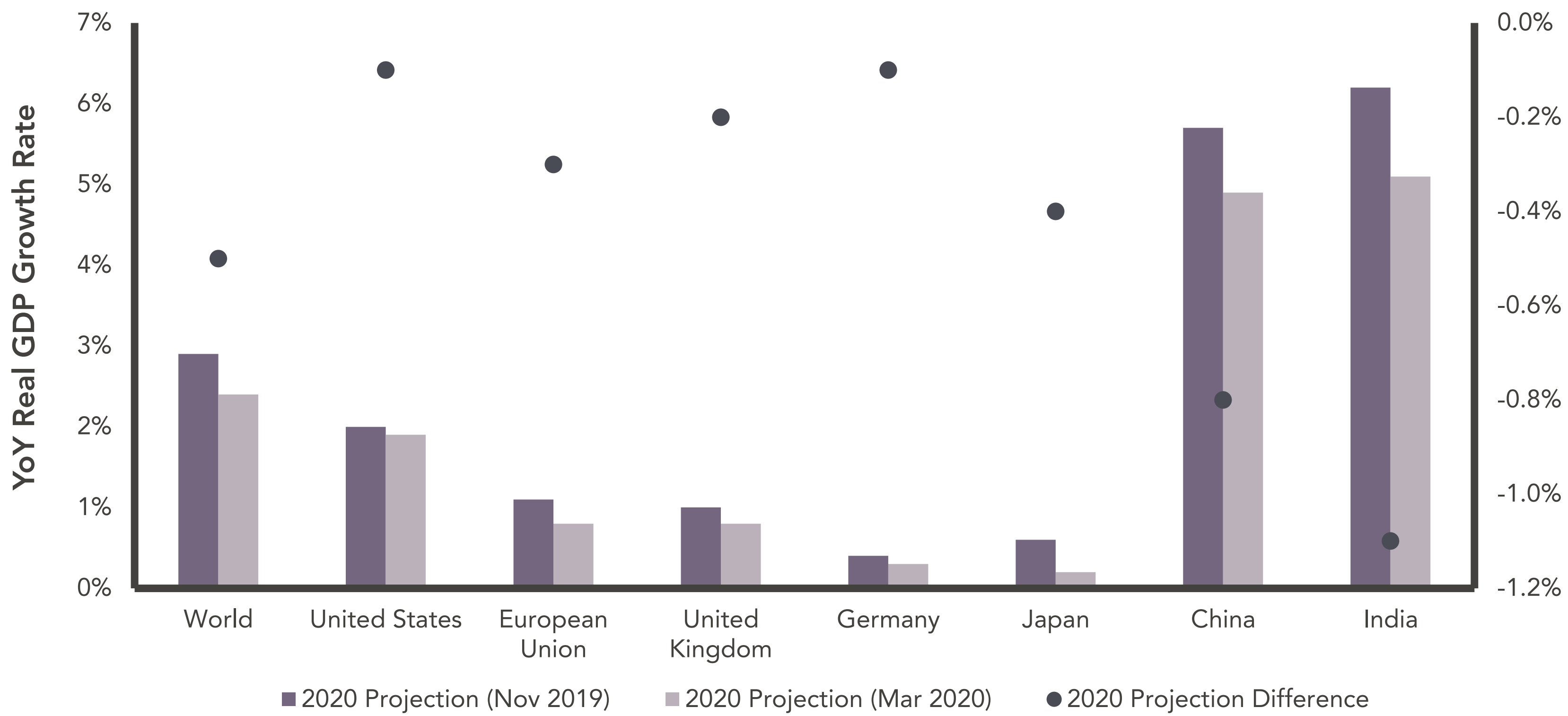
China rebounded from all-time low reading in February, will the rest of the world follow?



Source: Bloomberg

OECD GDP growth estimates decline

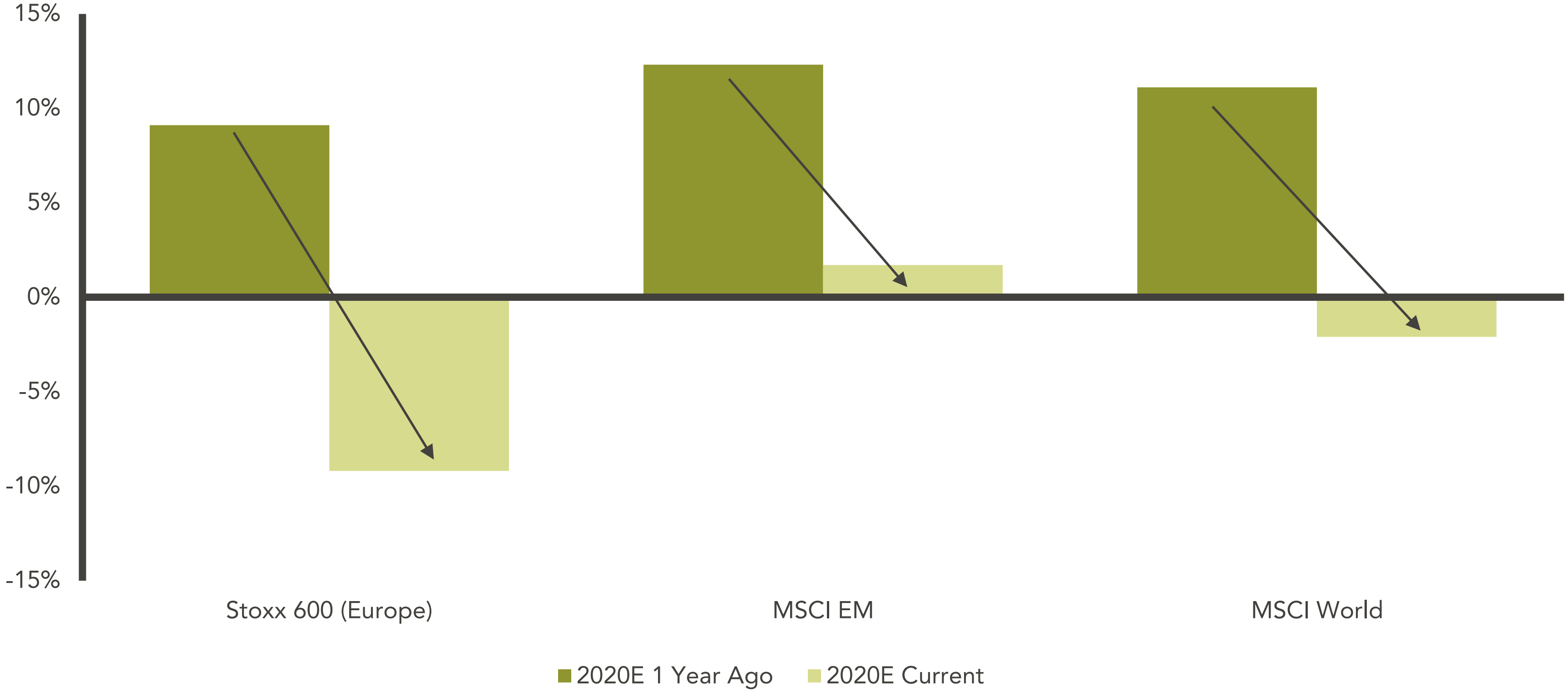
As effects of COVID-19 broaden, OECD issued drastic half a percent cut to 2020 global growth estimates



Source: OECD Interim Economic Assessment, released March 2, 2020

2020 earnings expectations fall

We may see a further decline over the coming months



Source: Goldman Sachs Global Investment Research as of April 6, 2020

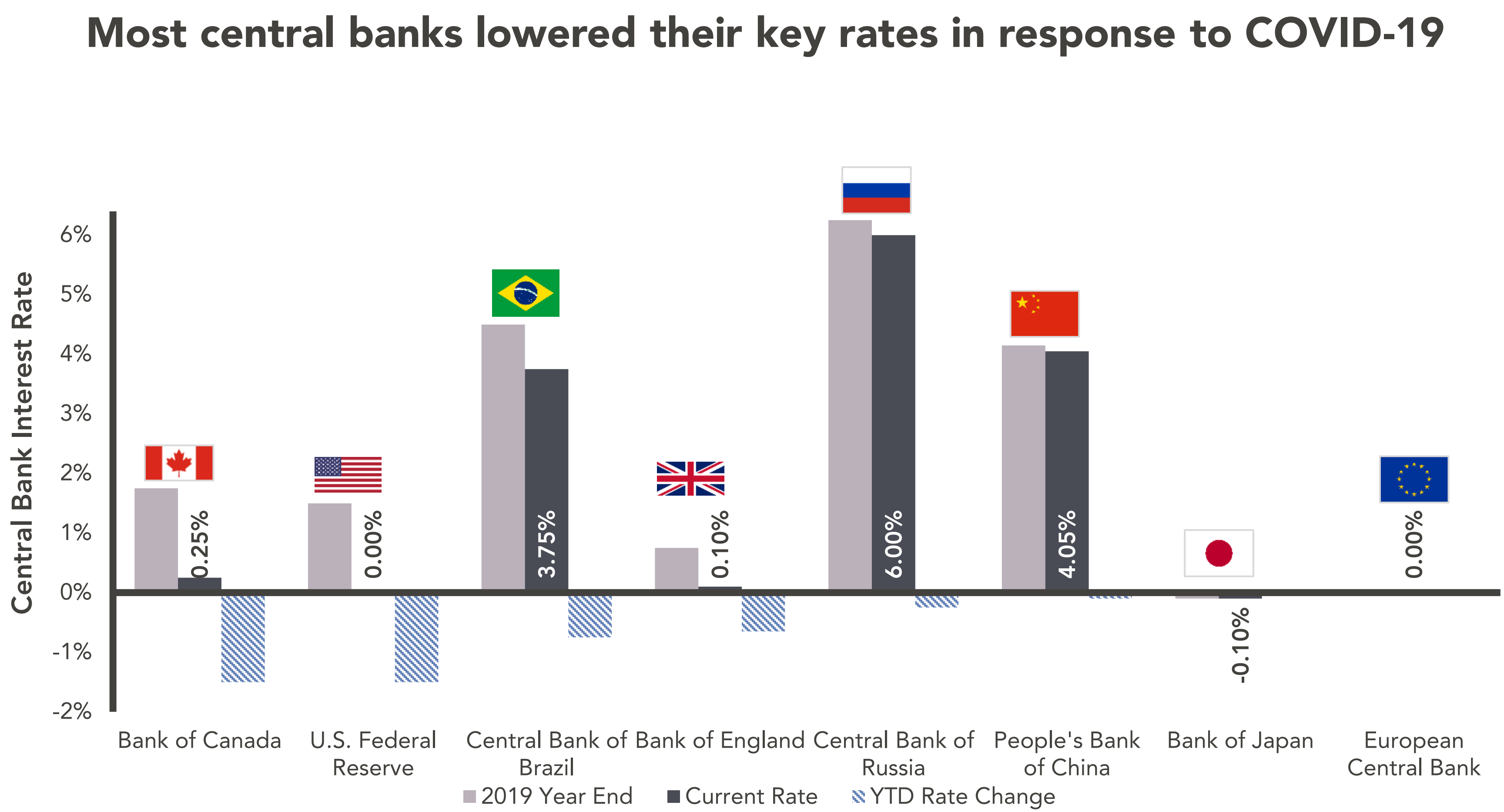
Non-U.S. equities are attractively valued

However we may not be through the worst of the current downturn

Valuation Metrics	S&P 500		MSCI EAFE		MSCI EM		MSCI EAFE SC	
	Current	Historical Percentile (%)	Current	Historical Percentile (%)	Current	Historical Percentile (%)	Current	Historical Percentile (%)
P/E	16.8	38	13.5	19	11.2	33	11.9	17
Forward P/E	14.2	52	11.8	32	9.9	28	11.3	25
P/B	2.8	55	1.3	3	1.3	9	1.1	8
P/S	1.9	70	0.9	28	1.0	27	0.7	62
P/CF	11.1	46	8.3	32	7.1	39	6.6	17
EV/EBITDA	11.4	47	8.4	12	8.1	66	8.7	7
Average		**51**		**21**		**34**		**23**

Source: Bloomberg through March 31, 2020, as of April 1, 2020
P/E is adjusted for negative earnings; percentiles are based on data going back to 1999 except for FP/E which goes back to 2005.

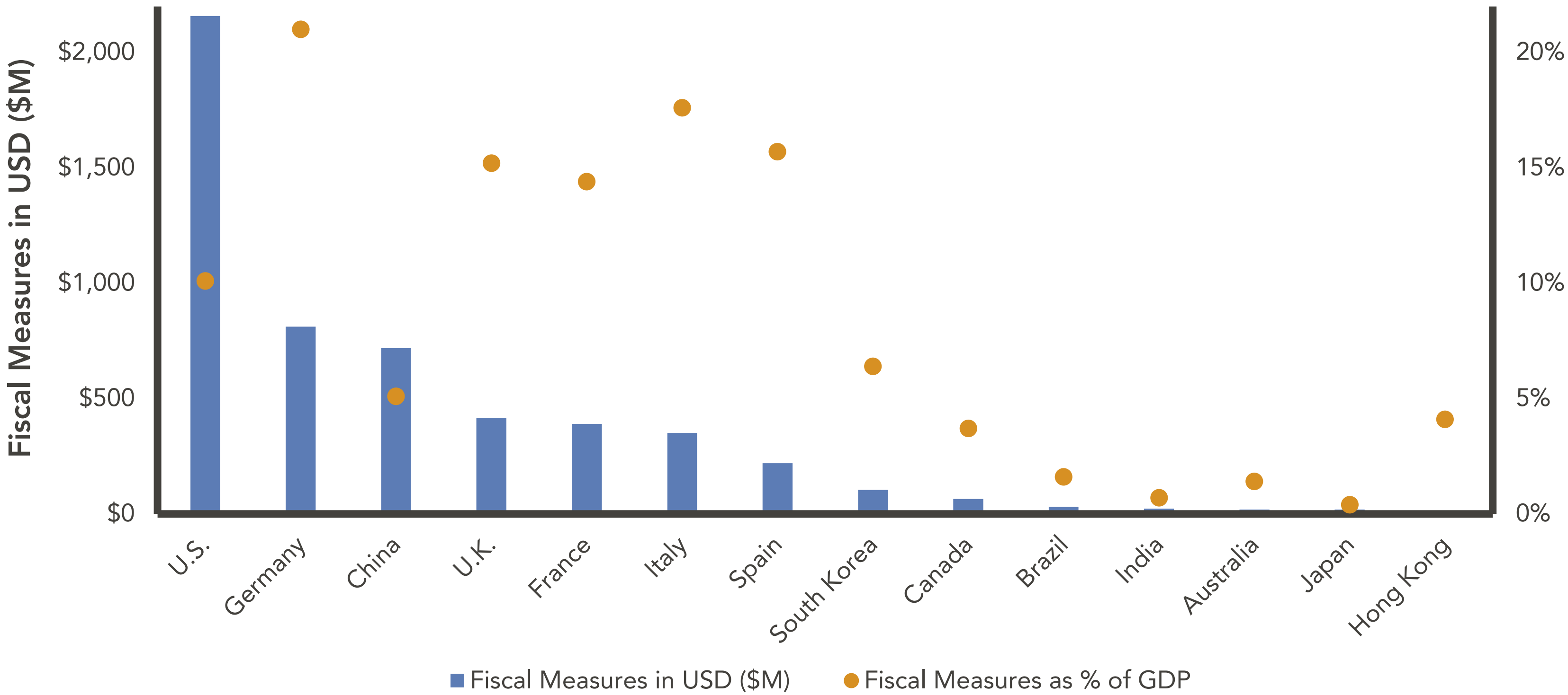
Swift global rate cuts



Sources: Bank of Canada, Bank of England, Bank of Japan, Central Bank of Brazil, Central Bank of Russia, European Central Bank, People's Bank of China, and U.S. Federal Reserve. Rates as of March 31, 2020.

Fiscal stimulus spree

Numerous stimulus packages were announced to offset COVID-19's economic effect



Sources: From Natixis COVID-19 Dashboard: Natixis PRCG, International Monetary Fund; as of March 30, 2020. Funds from IMF represent available loanable funds. Totals include loan guarantees. China totals revised to include only 2020 planned infrastructure projects.

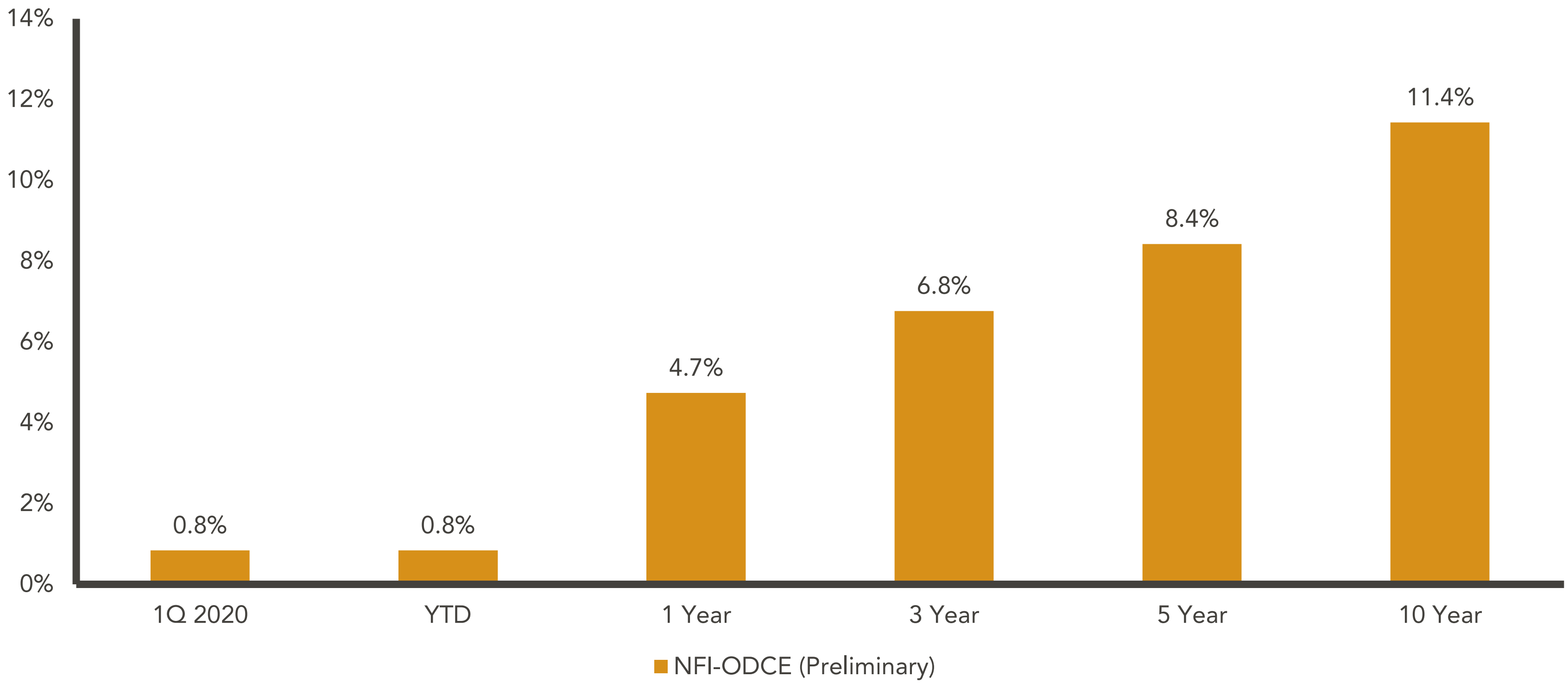
Non-U.S. equity takeaways

- Non-U.S. equities plummet on coronavirus health and economic concerns
- Equities were first to fall, now economic and earnings data are following suit
- Expect forward-looking equity markets to rebound prior to an economic recovery
- China may provide a glimpse into a future recovery
- Central banks and governments have stepped in with rate cuts and supportive stimulus
- Valuations are attractive but we may not be through the worst

Real Estate

Preliminary real estate performance

Private core real estate expected to deliver positive return in 1Q 2020 despite market downturn

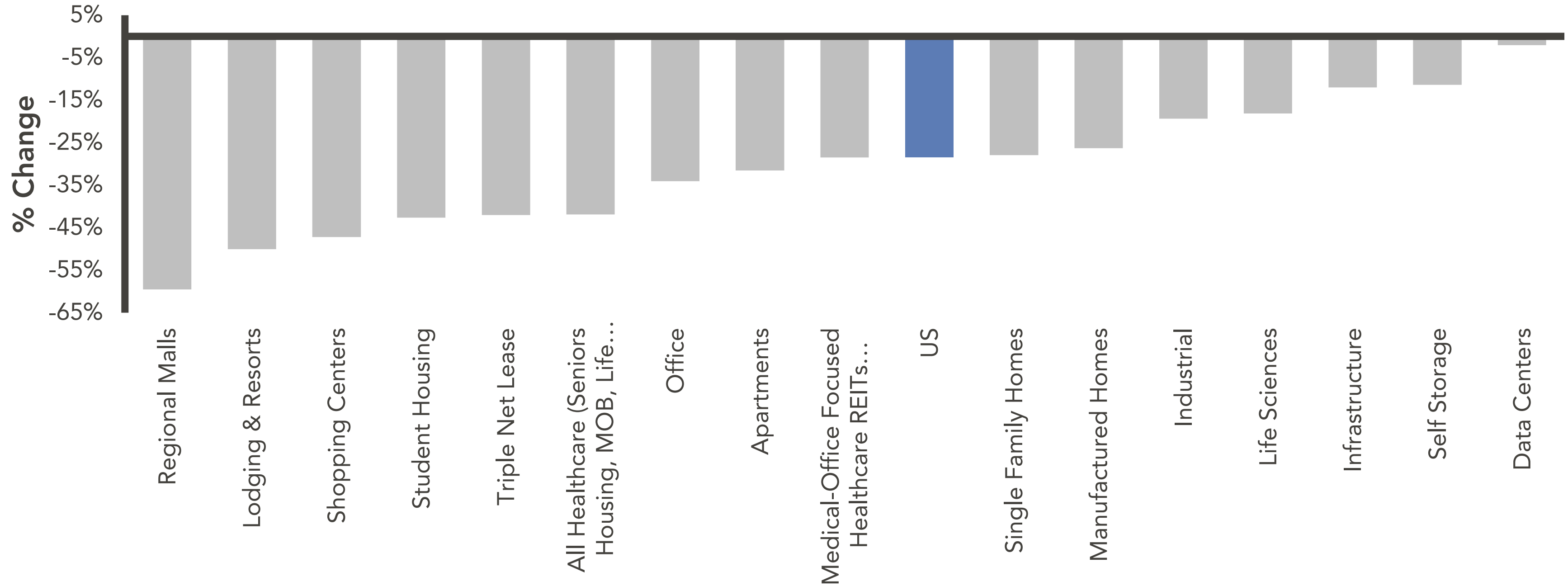


Source: Manager reported returns (preliminary) as of March 31, 2020

Relative U.S. REIT performance

Malls and hotels fare the worst while self-storage, life science, and industrial are resilient

U.S. REITs by Property Type (Feb 21, 2020 – March 31, 2020)



Sources: NAREIT, LaSalle Global Real Estate Securities. Data to 31 March 2020. Note most healthcare REITs are diversified across several property types, owning seniors housing as well as life sciences, hospitals and medical office buildings.

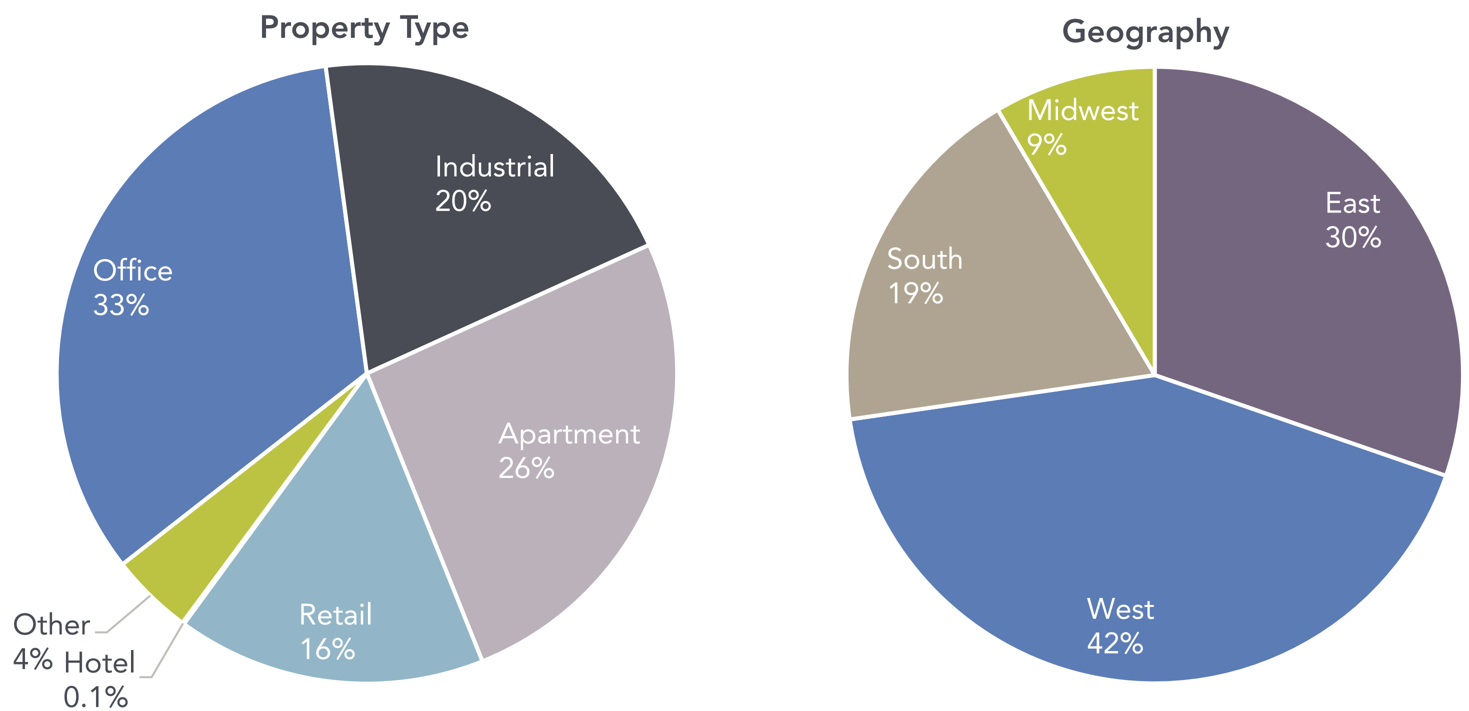
Near-term and long-term impacts on real estate

	Timing	Severity	Near-Term Impact	Long-Term Impact
LODGING	Immediate	High	Hit to tourism and travel is already affecting hotel demand, particularly in major travel hubs. Hardest hit will be to markets that rely heavily on overseas travelers and popular corporate and conference destinations.	Expect leisure travel to recover quickly, but business travel will take longer before employees begin traveling again. Depending on the severity of the outbreak, companies may encourage employees to conduct more business remotely (e.g., video conferencing) rather than travel.
RETAIL	Weeks	Medium/ High	Public shopping venues, particularly restaurants and malls in popular tourist destinations, are likely to see reduced foot traffic, exacerbating the ongoing challenges for bricks-and-mortar retail. Of greater concern is the impact on consumption if consumer confidence weakens materially from current high levels.	Disruption may accelerate ecommerce adoption, particularly among the elderly, who might have been reluctant to shop online before the virus outbreak.
SENIORS HOUSING	Weeks	High	Dramatically higher mortality rates for those 60+ years old creates serious challenges for senior housing operating companies in the near term, especially with regard to staffing.	May encourage seniors to age-in-place in current home settings rather than move to a closed community.
INDUSTRIAL	Weeks/ Months	Medium	More insulated, but near-term supply chain disruptions may impact utilization rates due to reduced flow of goods from China and other affected countries. For companies whose business model relies on "high-throughput" ecommerce distribution, supply chain disruptions could create a cash flow squeeze.	Supply chain disruptions may encourage companies to maintain higher inventory levels as a buffer against random shocks or consider "on-shoring" production to minimize risk of disruption.
OFFICE	Months	Medium	Long-term leases and ability of office workers to work remotely should help insulate office properties in the near-term, but leasing decisions may be postponed as companies evaluate the financial impact of the outbreak. Co-working likely to be hit hard as workers avoid shared spaces, which could impact cash flow for operators and building owners.	Forced work-from-home experiments may accelerate broader adoption of flexible working environments (e.g., "hot desking") and contribute to the ongoing trend toward shrinking office footprints. Greater acceptance of remote working arrangements could also have implications for the relative value of cities within countries.
MULTI-FAMILY	Year	Low	Apartments should be most insulated from the fallout due to the virus, but will face increasing risks if the outbreak extends longer than expected and employers begin laying off workers.	May discourage widespread adoption of co-living concept.

Sources: Barings Real Estate and Marquette Associates

Sector diversification

Exposure to sectors most impacted by COVID-19 (e.g. retail, hotels, seniors housing, and student housing) represent a relatively small portion within the NFI-ODCE Index



Source: NCREIF as of 4Q19

Real estate performance during exogenous shocks

U.S. real estate has historically provided a degree of shelter from severe shocks

Stress Event	Time Period	S&P 500 Return During Event (%)	S&P 500 Return for Following Year (%)	NAREIT Return During Event (%)	NAREIT Return for Following Year (%)	NPI Return During Event (%)	NPI Return for Following Year (%)
Long-Term Capital Management Crisis	July 1998–Sept. 1998	-9.9	19.6	-10.9	-6.5	3.6	11.4
September 11th Attacks	Sept. 2001	-4.9	-23.8	-2.7	15.5	1.6	6.7
SARS Epidemic	Nov. 2002–July 2003	10.4	9.3	28	30.4	9.8	14.5
Global Financial Crisis	Dec. 2007–June 2009	-37.6	11	-48.4	27.6	-12.2	13.1
2009 H1N1 Pandemic	April 2009–Aug. 2010	30.9	-1.1	105.9	7.3	-10.1	14.3
S&P Downgrade of U.S. Sovereign Debt	Aug. 2011	-6.7	11.7	-10.4	20.1	3.3	10.5

Sources: Barings Real Estate Research; LTCM crisis event date – Global Derivative Debacles: From Theory to Malpractice by Laurent L Jacque; SARS outbreak and containment dates and 2009 H1N1 Pandemic dates – CDC.
Note: Return for the following year was calculated using closing prices for the first and last trading days of the year for daily indices such as the S&P, using total index values for the All REITs component of the NAREIT index corresponding to the last day of the month before the event occurred and the last day of the month following the event date and using the first and last quarters for the NCREIF NPI index.

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Real estate takeaways

- While it is too early to determine impacts on real estate capital flows and fundamentals, the uncertainty and market volatility, combined with travel restrictions impacting investors' ability to conduct due diligence is likely to create a near term slowdown in transaction activity
- The lack of transaction volume, comparable sales, leases, and loan originations collectively have made it extremely difficult for appraisers to adjust valuations at this point in time
- Lower energy costs from the oil shock and a temporary reduction in demand are likely to help operating performance for most properties
- Assets with short lease durations and heavier operating business components including hospitality (daily) and co-working office (monthly) as well as assets that rely on foot traffic — such as entertainment, food & beverage, and destination retail — will be more affected
- On the construction side, cost increases and material shortages are already being felt on materials typically sourced from China; to date there have not been major disruptions, but some delays are expected
- Expect a flight to quality with investor activity focused on the highest quality assets in the best locations; cap rates may gap out in secondary locations or less-favored sectors (e.g., retail and hotel)

Purpose:

Guide institutional investment programs

Mission
Enable institutions to become more effective investment stewards

Vision
Leading investment consultant of risk-adjusted returns & client services

Principles
- ✓ Real-world experience
- ✓ Independent expertise
- ✓ Focused client service
- ✓ Careful research

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About Marquette Associates

Marquette Associates is an independent investment consulting firm that guides institutional investment programs with a focused client service approach and careful research. For more than 30 years Marquette has served this mission in close collaboration with clients – enabling institutions to be more effective investment stewards. Marquette is a completely independent and 100% employee-owned consultancy founded with the sole purpose of advising institutions. For more information, please visit www.marquetteassociates.com.

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POLICE

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Pension Fund

Glen Ellyn Police Pension Fund Executive Summary

March 31, 2020

Total Fund Composite

Manager Status

Market Value: $28.1 Million and 100.0% of Fund

Investment Manager	Asset Class	Status	Reason
Great Lakes Advisors	Int. Fixed Income	In Compliance	---
Vanguard Value Index	Large-Cap Value	In Compliance	---
Vanguard 500 Index	Large-Cap Core	In Compliance	---
Vanguard Mid-Cap Growth ETF	Mid-Cap Growth	In Compliance	---
Nuveen Small Cap Value	Small-Cap Value	In Compliance	---
Vanguard Developed Markets	Non-U.S. Large-Cap Core	In Compliance	---
Goldman Sachs International Small Cap Insights	Non-U.S. Small-Cap Core	In Compliance	---
DFA Emerging Markets Core Equity Fund	Emerging Markets	Alert	Performance
BlackRock Multi-Asset Income	Global Tactical Asset Allocation	In Compliance	---
Principal U.S. Property Separate Account	Core Real Estate	In Compliance	---

Open-End Investment Manager Evaluation Terminology

The following terminology has been developed by Marquette Associates to facilitate efficient communication among the Investment Manager, Investment Consultant, and the Plan Sponsor. Each term signifies a particular status with the Fund and any conditions that may require improvement. In each case, communication is made only after consultation with the Trustees and/or the Investment Committee of the Plan.

In Compliance – The investment manager states it is acting in accordance with the Investment Policy Guidelines.

Alert – The investment manager is notified of a problem in performance (usually related to a benchmark or volatility measure), a change in investment characteristics, an alteration in management style or key investment professionals, and/or any other irregularities.

On Notice – The investment manager is notified of continued concern with one or more Alert issues. Failure to improve upon stated issues within a specific time frame justifies termination.

Termination – The Trustees have decided to terminate the investment manager. The investment manager is notified and transition plans are in place.

Total Fund Composite

Market Value: $28.1 Million and 100.0% of Fund

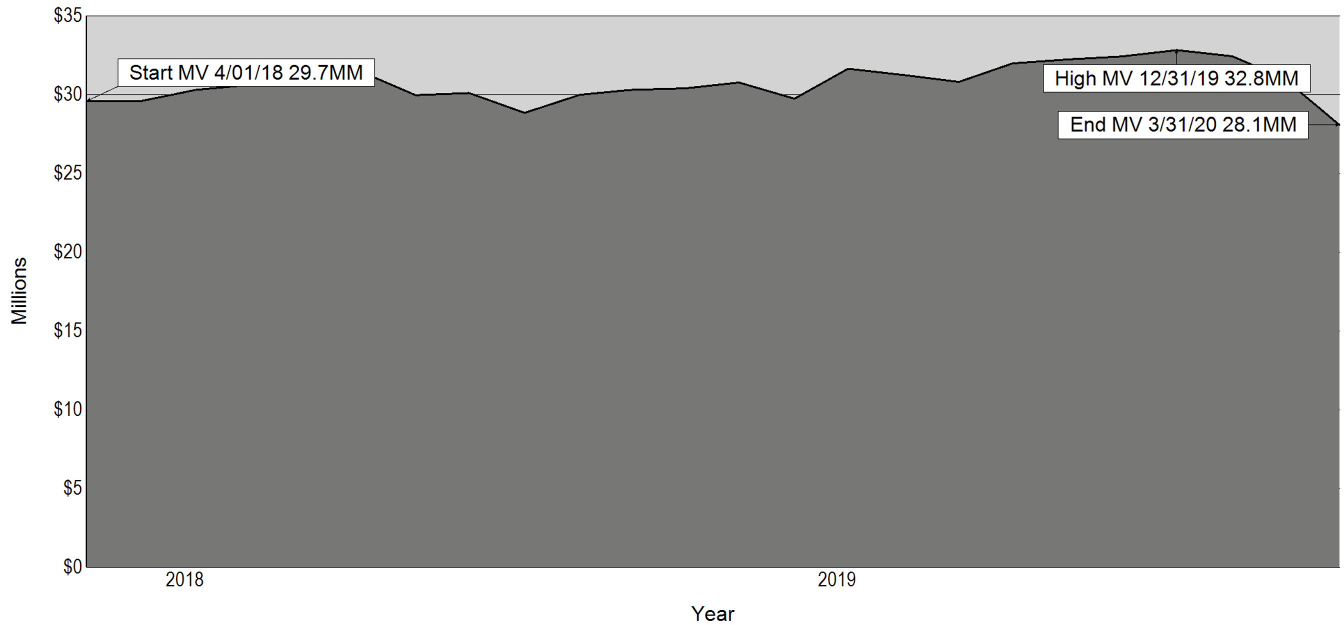
Ending March 31, 2020

	Asset Class	Market Value ($)	3 Mo Net Cash Flows ($)	% of Portfolio	Policy %	Policy Difference ($)
Total Fund Composite		**28,066,739**	**-550,107**	**100.0**	**100.0**	**0**
U.S. Fixed Income Composite		**11,567,752**	**-8,232**	**41.2**	**35.0**	**1,744,394**
Great Lakes Advisors	Int. Fixed Income	11,567,752	-8,232	41.2	35.0	1,744,394
U.S. Equity Composite		**7,644,068**	**-3,539**	**27.2**	**30.0**	**-775,954**
Vanguard Value Index	Large-Cap Value	2,342,648	0	8.3	9.0	-183,358
Vanguard 500 Index	Large-Cap Core	2,565,233	0	9.1	9.0	39,227
Vanguard Mid-Cap Growth ETF	Mid-Cap Growth	1,638,102	-3,539	5.8	6.0	-45,903
Nuveen Small Cap Value	Small-Cap Value	1,098,085	0	3.9	6.0	-585,919
Non U.S. Equity Composite		**4,913,445**	**0**	**17.5**	**20.0**	**-699,903**
Vanguard Developed Markets	Non-U.S. Large-Cap Core	2,557,503	0	9.1	10.0	-249,171
Goldman Sachs International Small Cap Insights	Non-U.S. Small-Cap Core	1,191,165	0	4.2	5.0	-212,172
DFA Emerging Markets Core Equity Fund	Emerging Markets	1,164,777	0	4.2	5.0	-238,560
Global Tactical Composite		**1,466,331**	**0**	**5.2**	**5.0**	**62,994**
BlackRock Multi-Asset Income	Global Tactical Asset Allocation	1,466,331	0	5.2	5.0	62,994
Real Estate Composite		**2,225,743**	**0**	**7.9**	**10.0**	**-580,931**
Principal U.S. Property Separate Account	Core Real Estate	2,225,743	0	7.9	10.0	-580,931
Cash Composite		**249,400**	**-538,336**	**0.9**	**0.0**	**249,400**
US Bank Money Market	Cash & Equivalents	249,400	-538,336	0.9	0.0	249,400

Total Fund Composite

Market Value History

Market Value: $28.1 Million and 100.0% of Fund



Summary of Cash Flows

	First Quarter	One Year	2019	2018
Beginning Market Value	**$32,814,921**	**$30,392,084**	**$28,836,431**	**$30,434,632**
Net Cash Flow	-$550,107	-$446,928	-$449,321	$76,821
Net Investment Change	-$4,198,075	-$1,878,417	$4,427,811	-$1,675,022
Ending Market Value	**$28,066,739**	**$28,066,739**	**$32,814,921**	**$28,836,431**

Total Fund Composite

Annualized Performance (Net of Fees)

Market Value: $28.1 Million and 100.0% of Fund

Ending March 31, 2020

	1 Mo	3 Mo	1 Yr	2 Yrs	3 Yrs	4 Yrs	5 Yrs	7 Yrs	10 Yrs
Total Fund Composite	-9.0	-13.0	-6.5	-2.2	0.8	2.8	2.0	3.3	4.5
Total Fund Composite Benchmark	-8.1	-11.9	-4.7	-0.7	2.5	4.4	3.9	6.0	7.2
U.S. Fixed Income Composite	-0.8	2.1	6.0	4.9	3.8	4.7	3.7	3.1	4.4
BBgBarc US Aggregate TR	-0.6	3.1	8.9	6.7	4.8	3.7	3.4	3.2	3.9
U.S. Equity Composite	-16.2	-24.8	-15.8	-5.6	0.5	4.4	2.6	6.6	8.4
Wilshire 5000	-13.6	-20.7	-8.9	-0.4	4.1	7.5	6.0	9.1	10.2
Non U.S. Equity Composite	-17.3	-26.1	-19.1	-13.3	--	--	--	--	--
MSCI ACWI ex USA	-14.5	-23.4	-15.6	-10.1	-2.0	1.6	-0.6	1.1	2.1
Global Tactical Composite	-10.1	-11.7	-5.9	-0.8	--	--	--	--	--
BBgBarc US Govt/Credit Int TR	-0.4	2.4	6.9	5.6	3.8	2.9	2.8	2.5	3.1
Real Estate Composite	-0.4	0.3	4.5	6.1	--	--	--	--	--
NFI	0.0	0.0	3.2	4.8	5.6	6.0	7.3	8.8	10.3

Total Fund Composite Benchmark is 40% BBgBarc US Govt/Credit Int, 9% CRSP US Large Cap Value, 9% S&P 500, 6% CRSP US Mid Cap Growth, 6% Russell 2000 Value, 10% FTSE Developed ex US All Cap, 5% MSCI EAFE Small Cap, 5% MSCI Emerging Markets, 10% NFI. Prior to 12/31/2017, the Benchmark was 60/40 S&P 500/BBgBarc US Aggregate.

Investment Manager

Annualized Performance (Net of Fees)

Market Value: $28.1 Million and 100.0% of Fund

Ending March 31, 2020

	1 Mo	3 Mo	1 Yr	2 Yrs	3 Yrs	4 Yrs	5 Yrs	7 Yrs	10 Yrs	Inception	Inception Date
Total Fund Composite	**-9.0%**	**-13.0%**	**-6.5%**	**-2.2%**	**0.8%**	**2.8%**	**2.0%**	**3.3%**	**4.5%**	**5.1%**	**Oct-93**
Total Fund Composite Benchmark	*-8.1%*	*-11.9%*	*-4.7%*	*-0.7%*	*2.5%*	*4.4%*	*3.9%*	*6.0%*	*7.2%*	*7.3%*	*Oct-93*
U.S. Fixed Income Composite	**-0.8%**	**2.1%**	**6.0%**	**4.9%**	**3.8%**	**4.7%**	**3.7%**	**3.1%**	**4.4%**	**4.9%**	**Dec-01**
BBgBarc US Aggregate TR	*-0.6%*	*3.1%*	*8.9%*	*6.7%*	*4.8%*	*3.7%*	*3.4%*	*3.2%*	*3.9%*	*4.6%*	*Dec-01*
Great Lakes Advisors	-0.8%	2.1%	6.0%	4.9%	--	--	--	--	--	3.4%	Sep-17
BBgBarc US Govt/Credit Int TR	*-0.4%*	*2.4%*	*6.9%*	*5.6%*	*3.8%*	*2.9%*	*2.8%*	*2.5%*	*3.1%*	*3.9%*	*Sep-17*
U.S. Equity Composite	**-16.2%**	**-24.8%**	**-15.8%**	**-5.6%**	**0.5%**	**4.4%**	**2.6%**	**6.6%**	**8.4%**	**7.2%**	**Dec-01**
Wilshire 5000	*-13.6%*	*-20.7%*	*-8.9%*	*-0.4%*	*4.1%*	*7.5%*	*6.0%*	*9.1%*	*10.2%*	*7.0%*	*Dec-01*
Vanguard Value Index	-14.6%	-25.0%	-14.8%	-4.4%	--	--	--	--	--	-0.2%	Jun-17
CRSP US Large Cap Value TR USD	*-14.7%*	*-25.0%*	*-14.8%*	*-4.4%*	*0.4%*	*4.7%*	*4.0%*	*7.2%*	*9.0%*	*-0.2%*	*Jun-17*
Vanguard 500 Index	-12.4%	-19.6%	-7.0%	0.9%	--	--	--	--	--	4.4%	Jun-17
S&P 500	*-12.4%*	*-19.6%*	*-7.0%*	*0.9%*	*5.1%*	*8.0%*	*6.7%*	*9.6%*	*10.5%*	*4.4%*	*Jun-17*
Vanguard Mid-Cap Growth ETF	-15.1%	-20.1%	-10.5%	-0.3%	4.7%	6.9%	--	--	--	8.9%	Jan-16
CRSP US Mid Cap Growth TR USD	*-15.1%*	*-20.0%*	*-10.5%*	*-0.3%*	*4.8%*	*6.9%*	*4.2%*	*8.5%*	*10.3%*	*9.0%*	*Jan-16*
Nuveen Small Cap Value	-28.0%	-39.1%	-36.7%	-23.5%	--	--	--	--	--	-22.0%	Nov-17
Russell 2000 Value	*-24.7%*	*-35.7%*	*-29.6%*	*-16.0%*	*-9.5%*	*-1.1%*	*-2.4%*	*1.8%*	*4.8%*	*-15.3%*	*Nov-17*
Non U.S. Equity Composite	**-17.3%**	**-26.1%**	**-19.1%**	**-13.3%**	**--**	**--**	**--**	**--**	**--**	**-6.5%**	**Jun-17**
MSCI ACWI ex USA	*-14.5%*	*-23.4%*	*-15.6%*	*-10.1%*	*-2.0%*	*1.6%*	*-0.6%*	*1.1%*	*2.1%*	*-4.1%*	*Jun-17*
Vanguard Developed Markets	-15.4%	-24.0%	-15.8%	-10.4%	--	--	--	--	--	-4.8%	Jun-17
FTSE Developed ex US All Cap	*-14.4%*	*-23.9%*	*-15.6%*	*-10.3%*	*-2.4%*	*1.0%*	*-0.7%*	*1.4%*	*--*	*-4.7%*	*Jun-17*
Goldman Sachs International Small Cap Insights	-19.0%	-28.3%	-21.3%	-16.0%	--	--	--	--	--	-11.2%	Sep-17
MSCI EAFE Small Cap	*-17.2%*	*-27.5%*	*-18.1%*	*-13.9%*	*-2.9%*	*0.4%*	*1.0%*	*3.3%*	*4.8%*	*-9.1%*	*Sep-17*
DFA Emerging Markets Core Equity Fund	-19.6%	-28.3%	-23.4%	-16.7%	--	--	--	--	--	-10.4%	Sep-17
MSCI Emerging Markets	*-15.4%*	*-23.6%*	*-17.7%*	*-12.7%*	*-1.6%*	*2.8%*	*-0.4%*	*-0.4%*	*0.7%*	*-7.2%*	*Sep-17*
Global Tactical Composite	**-10.1%**	**-11.7%**	**-5.9%**	**-0.8%**	**--**	**--**	**--**	**--**	**--**	**-1.0%**	**Nov-17**
BBgBarc US Govt/Credit Int TR	*-0.4%*	*2.4%*	*6.9%*	*5.6%*	*3.8%*	*2.9%*	*2.8%*	*2.5%*	*3.1%*	*4.4%*	*Nov-17*
BlackRock Multi-Asset Income	-10.1%	-11.7%	-5.9%	-0.8%	--	--	--	--	--	-1.0%	Nov-17
BBgBarc US Govt/Credit Int TR	*-0.4%*	*2.4%*	*6.9%*	*5.6%*	*3.8%*	*2.9%*	*2.8%*	*2.5%*	*3.1%*	*4.4%*	*Nov-17*
Real Estate Composite	**-0.4%**	**0.3%**	**4.5%**	**6.1%**	**--**	**--**	**--**	**--**	**--**	**6.3%**	**Dec-17**
NFI	*0.0%*	*0.0%*	*3.2%*	*4.8%*	*5.6%*	*6.0%*	*7.3%*	*8.8%*	*10.3%*	*5.2%*	*Dec-17*
Principal U.S. Property Separate Account	-0.4%	0.3%	4.5%	6.1%	--	--	--	--	--	6.3%	Dec-17
NFI	*0.0%*	*0.0%*	*3.2%*	*4.8%*	*5.6%*	*6.0%*	*7.3%*	*8.8%*	*10.3%*	*5.2%*	*Dec-17*

Attachment: 1Q20 Glen Ellyn Police (4444 : Investment Report Q12020)

Investment Manager

Calendar Performance (Net of Fees)

Market Value: $28.1 Million and 100.0% of Fund

	Calendar Year										
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
Total Fund Composite	15.3%	-5.5%	12.0%	6.1%	0.4%	6.7%	8.1%	6.5%	4.1%	10.1%	10.0%
Total Fund Composite Benchmark	16.0%	-4.0%	14.2%	8.3%	1.3%	10.6%	17.6%	11.3%	4.7%	12.1%	18.4%
InvMetrics Public DB < $50mm Net Rank	98	81	87	83	23	26	97	98	3	76	93
U.S. Fixed Income Composite	6.3%	0.4%	5.3%	6.4%	0.6%	3.8%	-1.7%	5.0%	11.9%	6.8%	4.1%
BBgBarc US Aggregate TR	8.7%	0.0%	3.5%	2.6%	0.5%	6.0%	-2.0%	4.2%	7.8%	6.5%	5.9%
InvMetrics Public DB Total Fix Inc Net Rank	90	37	46	22	35	48	59	58	2	70	89
Great Lakes Advisors	6.3%	0.3%	--	--	--	--	--	--	--	--	--
BBgBarc US Govt/Credit Int TR	6.8%	0.9%	2.1%	2.1%	1.1%	3.1%	-0.9%	3.9%	5.8%	5.9%	5.2%
eV US Interm Duration Fixed Inc Net Rank	75	86	--	--	--	--	--	--	--	--	--
U.S. Equity Composite	27.4%	-8.1%	23.5%	8.7%	-0.2%	11.3%	32.7%	14.7%	-1.3%	21.1%	34.1%
Wilshire 5000	31.0%	-5.3%	21.0%	13.4%	0.7%	12.7%	33.1%	16.1%	1.0%	17.2%	28.3%
InvMetrics Public DB US Eq Net Rank	94	83	6	93	52	43	84	77	79	16	11
Vanguard Value Index	25.8%	-5.4%	--	--	--	--	--	--	--	--	--
CRSP US Large Cap Value TR USD	25.9%	-5.4%	17.2%	16.9%	-0.9%	13.3%	33.3%	16.7%	1.4%	16.1%	18.4%
Large Value MStar MF Rank	50	21	--	--	--	--	--	--	--	--	--
Vanguard 500 Index	31.5%	-4.4%	--	--	--	--	--	--	--	--	--
S&P 500	31.5%	-4.4%	21.8%	12.0%	1.4%	13.7%	32.4%	16.0%	2.1%	15.1%	26.5%
Large Blend MStar MF Rank	26	24	--	--	--	--	--	--	--	--	--
Vanguard Mid-Cap Growth ETF	33.8%	-5.5%	21.8%	6.9%	--	--	--	--	--	--	--
CRSP US Mid Cap Growth TR USD	33.9%	-5.6%	21.9%	6.8%	-0.9%	13.6%	33.0%	15.8%	-2.2%	27.5%	38.4%
Mid-Cap Growth MStar MF Rank	50	52	73	45	--	--	--	--	--	--	--
Nuveen Small Cap Value	17.3%	-20.6%	--	--	--	--	--	--	--	--	--
Russell 2000 Value	22.4%	-12.9%	7.8%	31.7%	-7.5%	4.2%	34.5%	18.0%	-5.5%	24.5%	20.6%
Small Value MStar MF Rank	91	95	--	--	--	--	--	--	--	--	--
Non U.S. Equity Composite	20.4%	-15.9%	--	--	--	--	--	--	--	--	--
MSCI ACWI ex USA	21.5%	-14.2%	27.2%	4.5%	-5.7%	-3.9%	15.3%	16.8%	-13.7%	11.2%	41.4%
InvMetrics Public DB Glbl Eq Net Rank	99	95	--	--	--	--	--	--	--	--	--
Vanguard Developed Markets	22.0%	-14.5%	--	--	--	--	--	--	--	--	--
FTSE Developed ex US All Cap	22.1%	-15.0%	26.1%	2.9%	-2.0%	-4.6%	20.3%	--	--	--	--
Foreign Large Blend MStar MF Rank	47	42	--	--	--	--	--	--	--	--	--
Goldman Sachs International Small Cap Insights	21.7%	-18.8%	--	--	--	--	--	--	--	--	--
MSCI EAFE Small Cap	25.0%	-17.9%	33.0%	2.2%	9.6%	-4.9%	29.3%	20.0%	-15.9%	22.0%	46.8%
Foreign Small/Mid Value MStar MF Rank	13	39	--	--	--	--	--	--	--	--	--
DFA Emerging Markets Core Equity Fund	16.0%	-15.2%	--	--	--	--	--	--	--	--	--
MSCI Emerging Markets	18.4%	-14.6%	37.3%	11.2%	-14.9%	-2.2%	-2.6%	18.2%	-18.4%	18.9%	78.5%
Diversified Emerging Mkts MStar MF Rank	81	35	--	--	--	--	--	--	--	--	--

Investment Manager

Calendar Performance (Net of Fees)

Market Value: $28.1 Million and 100.0% of Fund

	Calendar Year										
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
Global Tactical Composite	**14.0%**	**-3.5%**	**--**	**--**	**--**	**--**	**--**	**--**	**--**	**--**	**--**
BBgBarc US Govt/Credit Int TR	*6.8%*	*0.9%*	*2.1%*	*2.1%*	*1.1%*	*3.1%*	*-0.9%*	*3.9%*	*5.8%*	*5.9%*	*5.2%*
InvMetrics Corp DB Global Tactical Net Rank	*58*	*3*	*--*	*--*	*--*	*--*	*--*	*--*	*--*	*--*	*--*
BlackRock Multi-Asset Income	14.0%	-3.5%	--	--	--	--	--	--	--	--	--
BBgBarc US Govt/Credit Int TR	*6.8%*	*0.9%*	*2.1%*	*2.1%*	*1.1%*	*3.1%*	*-0.9%*	*3.9%*	*5.8%*	*5.9%*	*5.2%*
Multialternative MStar MF Rank	*13*	*42*	*--*	*--*	*--*	*--*	*--*	*--*	*--*	*--*	*--*
Real Estate Composite	**5.8%**	**7.9%**	**--**	**--**	**--**	**--**	**--**	**--**	**--**	**--**	**--**
NFI	*4.4%*	*7.4%*	*6.7%*	*7.8%*	*13.9%*	*11.5%*	*12.9%*	*9.8%*	*15.0%*	*15.3%*	*-30.4%*
InvMetrics Public DB Real Estate Pub Net Rank	*87*	*2*	*--*	*--*	*--*	*--*	*--*	*--*	*--*	*--*	*--*
Principal U.S. Property Separate Account	5.8%	7.9%	--	--	--	--	--	--	--	--	--
NFI	*4.4%*	*7.4%*	*6.7%*	*7.8%*	*13.9%*	*11.5%*	*12.9%*	*9.8%*	*15.0%*	*15.3%*	*-30.4%*

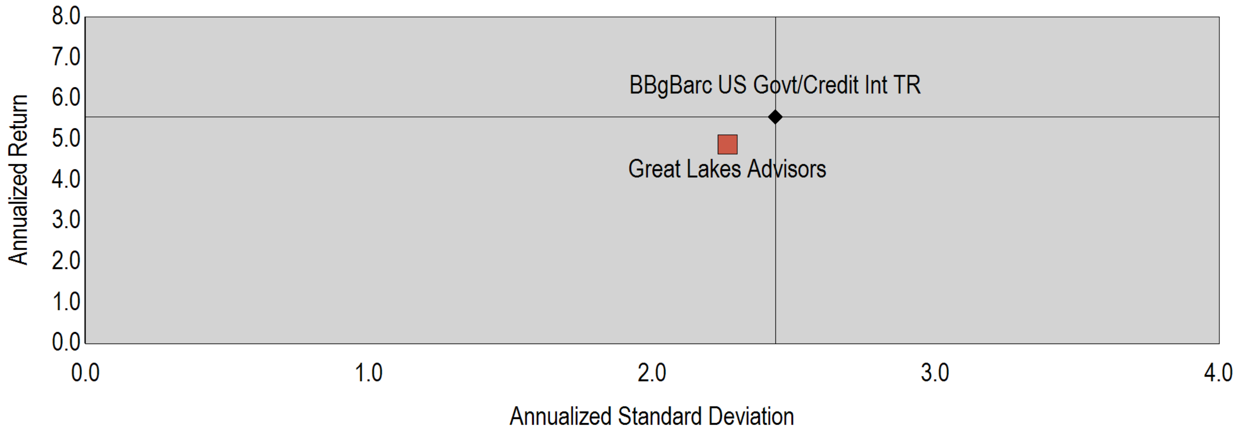
Great Lakes Advisors

Characteristics

As of March 31, 2020

Market Value: $11.6 Million and 41.2% of Fund

Risk/Return - 2 Years



Characteristics

	Portfolio Q1-20	Index Q1-20
Yield to Maturity	1.9%	1.3%
Avg. Eff. Maturity	4.4 yrs.	4.3 yrs.
Avg. Duration	4.1 yrs.	3.9 yrs.
Avg. Quality	A	--

Region	Number Of Assets
North America ex U.S.	0
United States	129
Other	0
Total	**129**

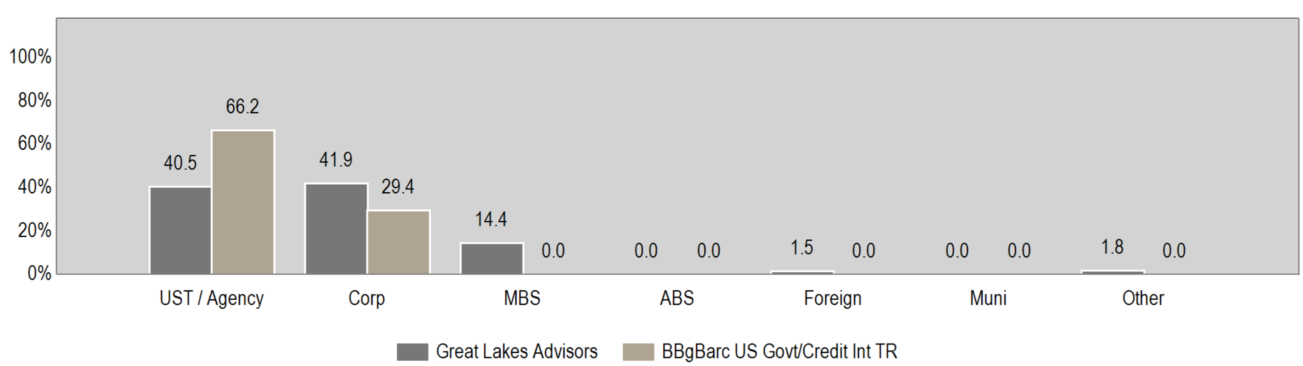
Sector

	Portfolio Q1-20	Index Q1-20
UST/Agency	40.5%	66.2%
Corporate	41.9%	29.4%
MBS	14.4%	--
ABS	--	--
Foreign	1.5%	--
Muni	--	--
Other	1.8%	--

Maturity

	Q1-20
<1 Year	6.3%
1-3 Years	30.6%
3-5 Years	21.3%
5-7 Years	25.9%
7-10 Years	15.9%
10-15 Years	0.0%
15-20 Years	0.0%
>20 Years	0.0%
Not Rated/Cash	0.0%

Sectors
Great Lakes Advisors



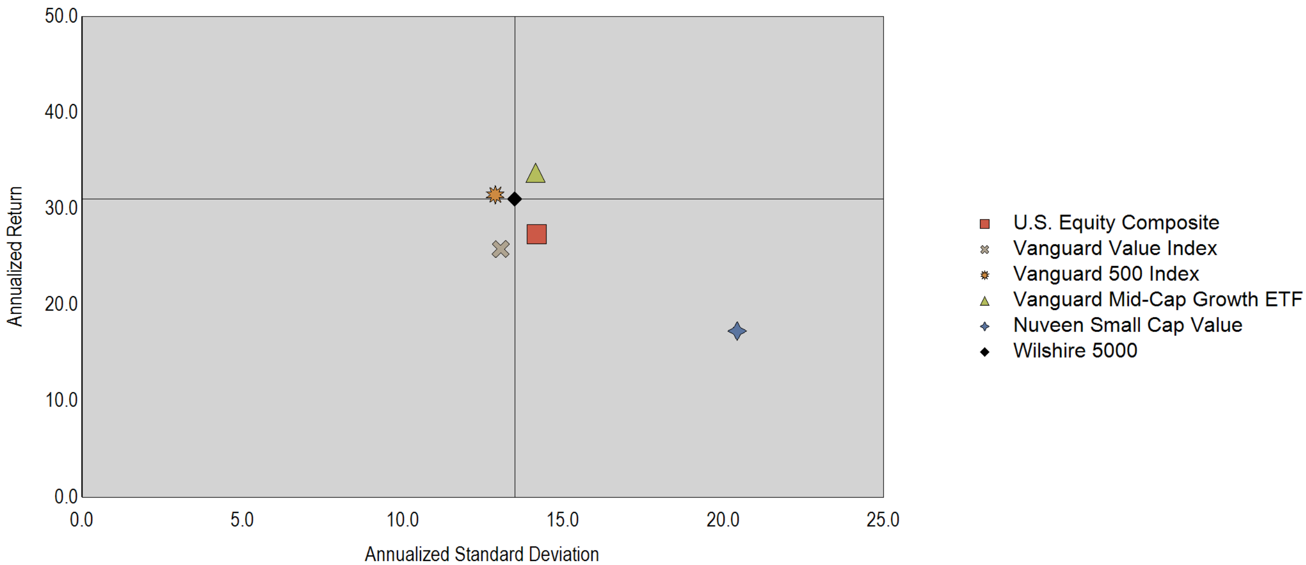
U.S. Equity Composite

Characteristics

As of December 31, 2019

Market Value: $10.2 Million and 31.0% of Fund

Risk / Return - 1 Year



Characteristics

	Portfolio	Dow Jones U.S. Total Stock Market
Number of Holdings	691	3,774
Weighted Avg. Market Cap. ($B)	135.1	227.1
Median Market Cap. ($B)	18.5	0.9
Price To Earnings	21.1	22.7
Price To Book	3.0	3.6
Price To Sales	1.8	1.9
Return on Equity (%)	19.1	20.3
Yield (%)	1.9	1.8
Beta	1.0	1.0
R-Squared	1.0	1.0

Largest Holdings

	End Weight	Return
BERKSHIRE HATHAWAY 'B'	1.5	8.9
APPLE	1.4	31.5
JP MORGAN CHASE & CO.	1.4	19.4
MICROSOFT	1.4	13.8
JOHNSON & JOHNSON	1.3	13.5

Top Contributors

	Beg Wgt	Return	Contribution
APPLE	1.2	31.5	0.4
UNITEDHEALTH GROUP	0.7	35.8	0.3
JP MORGAN CHASE & CO.	1.3	19.4	0.3
BANK OF AMERICA	0.9	21.4	0.2
MICROSOFT	1.3	13.8	0.2

Characteristics

	Portfolio	Dow Jones U.S. Total Stock Market
INDUSTRY SECTOR DISTRIBUTION (% Equity)		
Energy	5.4	4.0
Materials	2.9	2.9
Industrials	11.8	9.8
Consumer Discretionary	8.1	10.0
Consumer Staples	6.6	6.5
Health Care	14.4	14.1
Financials	17.9	13.7
Information Technology	16.4	22.3
Communication Services	6.7	9.5
Utilities	4.0	3.2
Real Estate	5.5	4.0
Unclassified	0.1	0.0

Bottom Contributors

	Beg Wgt	Return	Contribution
QUAD/GRAPHICS CLASS A	0.1	-54.0	-0.1
PLANTRONICS	0.3	-26.3	-0.1
TWITTER	0.3	-22.2	-0.1
VONAGE HOLDINGS	0.1	-34.4	0.0
DOLLAR TREE	0.3	-17.6	0.0

Market Capitalization

	Small Cap	Small/ Mid	Mid Cap	Mid/ Large	Large Cap
U.S. Equity Composite	14.8%	6.7%	25.7%	20.4%	32.3%
Dow Jones U.S. Total Stock Market	7.3%	8.1%	14.3%	24.9%	45.3%
Weight Over/Under	*7.5%*	*-1.4%*	*11.4%*	*-4.5%*	*-13.0%*

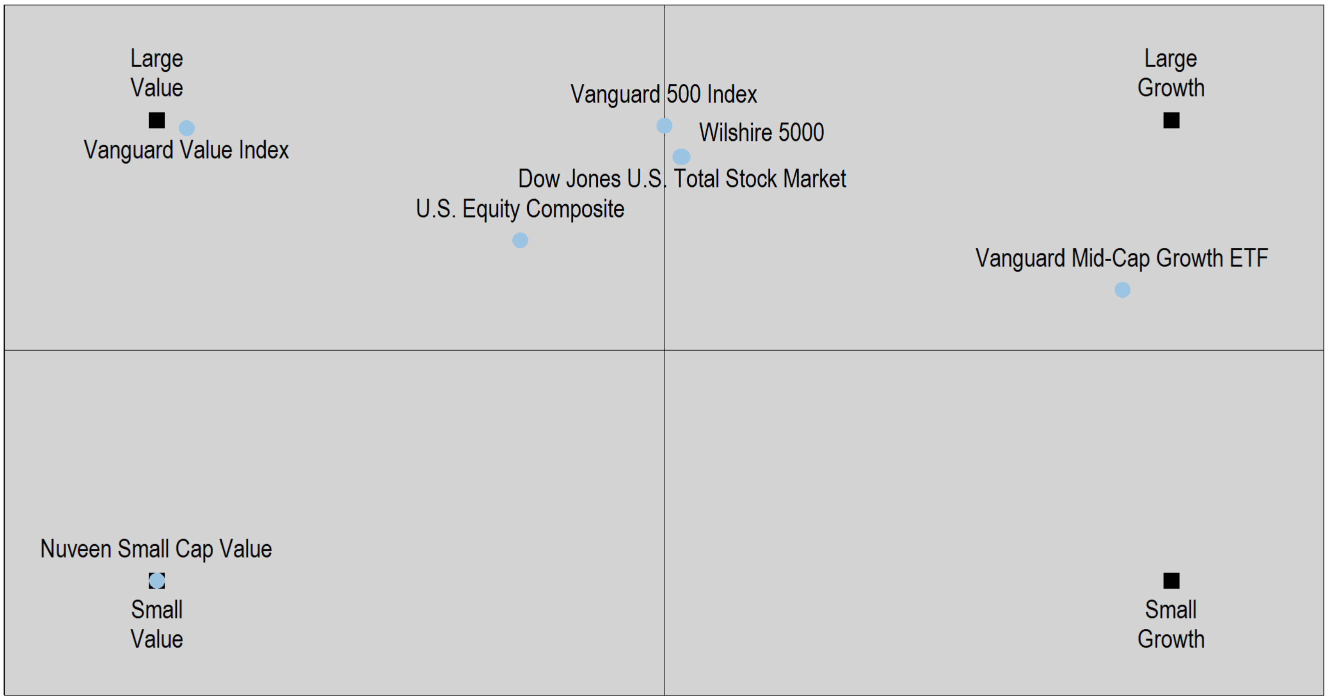
U.S. Equity Composite

Style

As of December 31, 2019

Market Value: $10.2 Million and 31.0% of Fund

Equity Style Map - 1 Year



Common Holdings Matrix

	Vanguard Value Index #	Vanguard Value Index %	Vanguard 500 Index #	Vanguard 500 Index %	Vanguard Mid-Cap Growth ETF #	Vanguard Mid-Cap Growth ETF %	Nuveen Small Cap Value #	Nuveen Small Cap Value %
Vanguard Value Index	--	--	290	52	10	3	0	0
Vanguard 500 Index	290	98	--	--	104	73	0	0
Vanguard Mid-Cap Growth ETF	10	1	104	7	--	--	0	0
Nuveen Small Cap Value	0	0	0	0	0	0	--	--

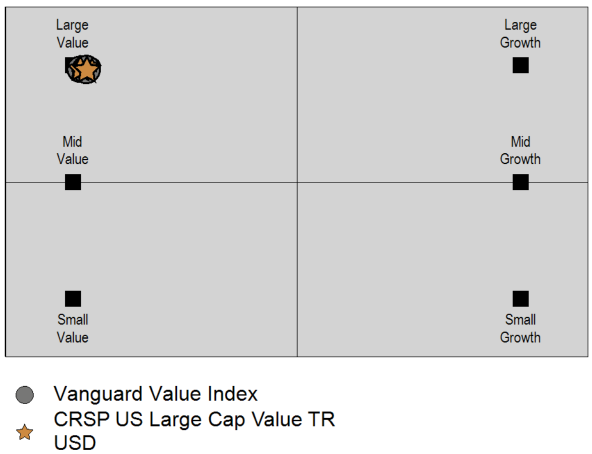
Vanguard Value Index

Characteristics

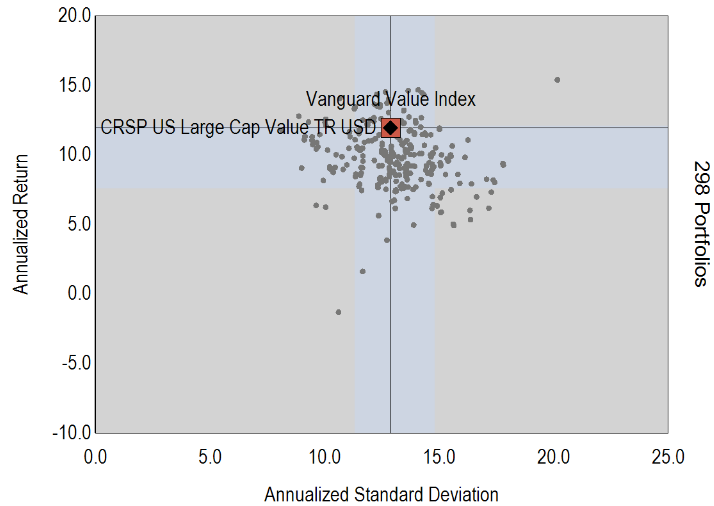
As of December 31, 2019

Market Value: $3.1 Million and 9.5% of Fund

Style Drift - 2 Years



Risk/Return - 2 Years



Characteristics

	Portfolio	CRSP US Large Cap Value TR USD
Number of Holdings	334	328
Weighted Avg. Market Cap. ($B)	147.0	146.3
Median Market Cap. ($B)	21.4	21.4
Price To Earnings	18.1	18.1
Price To Book	2.6	2.6
Price To Sales	1.5	1.5
Return on Equity (%)	19.2	19.2
Yield (%)	2.6	2.6
Beta		1.0
R-Squared		1.0

Largest Holdings

	End Weight	Return
BERKSHIRE HATHAWAY 'B'	3.2	8.9
JP MORGAN CHASE & CO.	3.0	19.4
JOHNSON & JOHNSON	2.8	13.5
PROCTER & GAMBLE	2.2	1.1
EXXON MOBIL	2.1	0.0

Top Contributors

	Beg Wgt	Return	Contribution
UNITEDHEALTH GROUP	1.6	35.8	0.6
JP MORGAN CHASE & CO.	2.8	19.4	0.5
BANK OF AMERICA	1.9	21.4	0.4
JOHNSON & JOHNSON	2.6	13.5	0.4
INTEL	1.8	16.8	0.3

Characteristics

	Portfolio	CRSP US Large Cap Value TR USD
INDUSTRY SECTOR DISTRIBUTION (% Equity)		
Energy	7.1	7.1
Materials	2.9	2.9
Industrials	10.6	10.6
Consumer Discretionary	3.9	3.9
Consumer Staples	11.3	11.3
Health Care	19.3	19.3
Financials	22.1	22.1
Information Technology	8.0	8.0
Communication Services	6.9	6.9
Utilities	6.4	6.4
Real Estate	1.5	1.5
Unclassified	0.0	0.0

Bottom Contributors

	Beg Wgt	Return	Contribution
INTERNATIONAL BUS.MCHS.	1.0	-6.7	-0.1
VENTAS	0.2	-19.9	0.0
DUPONT DE NEMOURS	0.4	-9.6	0.0
CISCO SYSTEMS	1.6	-2.2	0.0
NORTHROP GRUMMAN	0.4	-7.9	0.0

Market Capitalization

	Small Cap	Small/ Mid	Mid Cap	Mid/ Large	Large Cap
Vanguard Value Index	0.2%	6.7%	4.7%	14.7%	73.6%
CRSP US Large Cap Value TR USD	0.5%	6.3%	4.8%	14.6%	73.9%
Weight Over/Under	*-0.2%*	*0.5%*	*-0.1%*	*0.1%*	*-0.3%*

Attachment: 1Q20 Glen Ellyn Police (4444 : Investment Report Q12020)

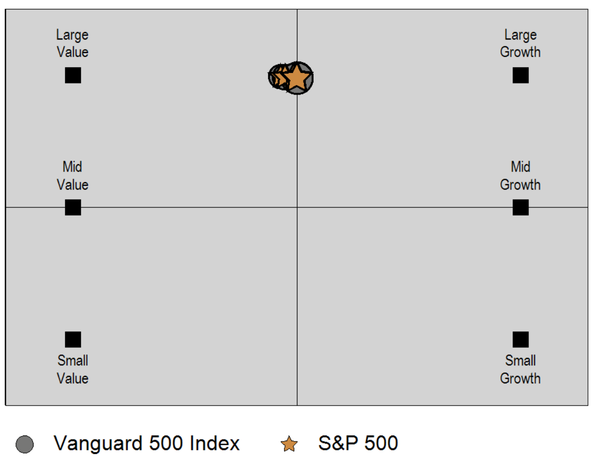
Vanguard 500 Index

Characteristics

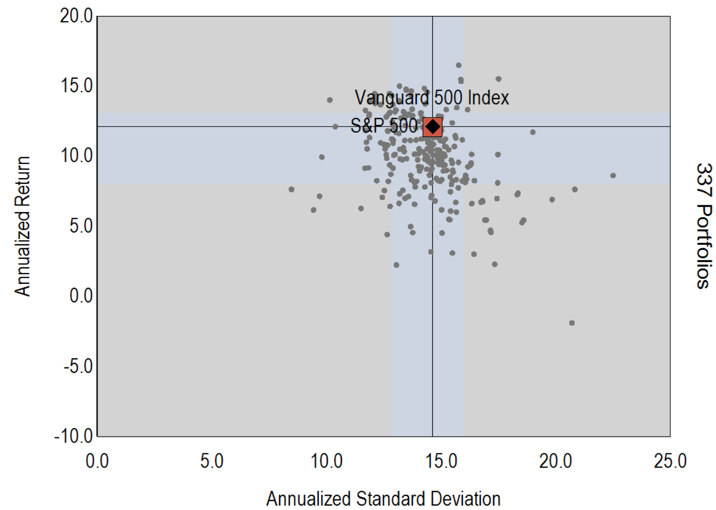
As of December 31, 2019

Market Value: $3.2 Million and 9.7% of Fund

Style Drift - 2 Years



Risk/Return - 2 Years



Characteristics

	Portfolio	S&P 500
Number of Holdings	507	505
Weighted Avg. Market Cap. ($B)	270.4	272.0
Median Market Cap. ($B)	23.4	23.6
Price To Earnings	23.0	23.0
Price To Book	3.9	3.9
Price To Sales	2.1	2.1
Return on Equity (%)	26.2	26.1
Yield (%)	1.9	1.8
Beta		1.0
R-Squared		1.0

Largest Holdings

	End Weight	Return
APPLE	4.6	31.5
MICROSOFT	4.5	13.8
AMAZON.COM	2.9	6.4
FACEBOOK CLASS A	1.8	15.3
BERKSHIRE HATHAWAY 'B'	1.7	8.9

Top Contributors

	Beg Wgt	Return	Contribution
APPLE	3.8	31.5	1.2
MICROSOFT	4.3	13.8	0.6
JP MORGAN CHASE & CO.	1.5	19.4	0.3
UNITEDHEALTH GROUP	0.8	35.8	0.3
FACEBOOK CLASS A	1.7	15.3	0.3

Characteristics

	Portfolio	S&P 500
INDUSTRY SECTOR DISTRIBUTION (% Equity)		
Energy	4.3	4.2
Materials	2.7	2.6
Industrials	9.1	9.0
Consumer Discretionary	9.7	10.1
Consumer Staples	7.2	7.8
Health Care	14.2	13.8
Financials	12.9	13.3
Information Technology	22.9	22.8
Communication Services	10.4	10.4
Utilities	3.3	3.2
Real Estate	2.9	2.8
Unclassified	0.3	0.0

Bottom Contributors

	Beg Wgt	Return	Contribution
BOEING	0.8	-13.9	-0.1
HOME DEPOT	1.0	-5.3	-0.1
MCDONALDS	0.7	-7.4	0.0
INTERNATIONAL BUS.MCHS.	0.5	-6.7	0.0
TWITTER	0.1	-22.2	0.0

Market Capitalization

	Small Cap	Small/ Mid	Mid Cap	Mid/ Large	Large Cap
Vanguard 500 Index	0.0%	2.5%	14.2%	29.0%	54.3%
S&P 500	0.1%	2.4%	13.9%	29.4%	54.2%
Weight Over/Under	*-0.1%*	*0.1%*	*0.3%*	*-0.3%*	*0.1%*

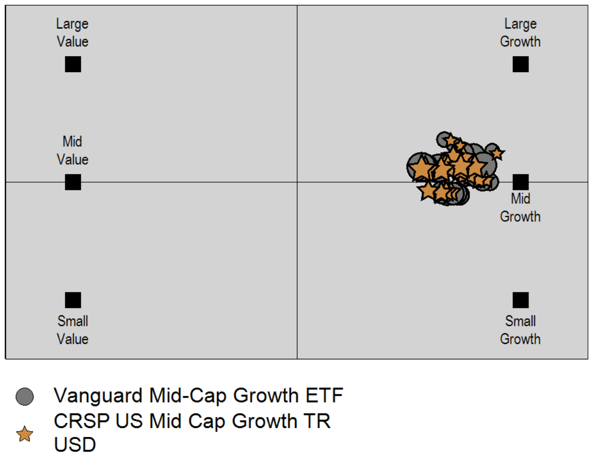
Vanguard Mid-Cap Growth ETF

Characteristics

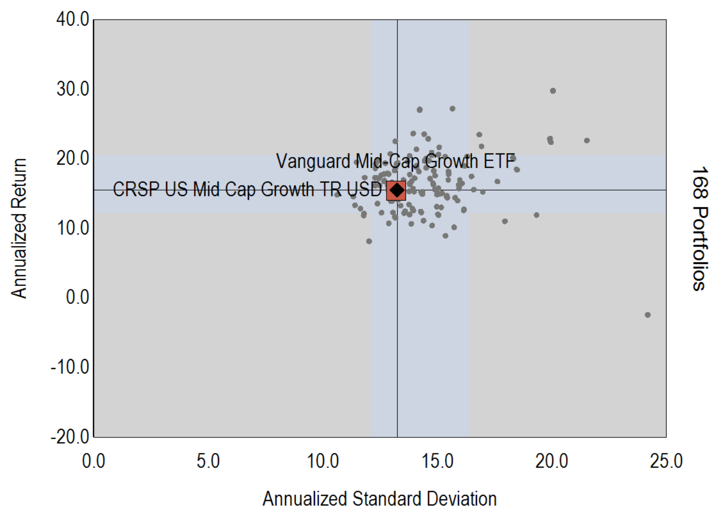
As of December 31, 2019

Market Value: $2.1 Million and 6.3% of Fund

Style Drift - 3 Years



Risk/Return - 3 Years



Characteristics

	Portfolio	Russell MidCap Growth
Number of Holdings	161	403
Weighted Avg. Market Cap. ($B)	19.1	19.9
Median Market Cap. ($B)	15.0	9.4
Price To Earnings	33.3	30.1
Price To Book	5.3	7.1
Price To Sales	3.1	2.6
Return on Equity (%)	16.0	23.8
Yield (%)	0.8	0.7
Beta	0.9	1.0
R-Squared	1.0	1.0

Largest Holdings

	End Weight	Return
AMPHENOL 'A'	1.5	12.4
ONEOK	1.4	4.0
IHS MARKIT	1.3	12.7
TRANSDIGM GROUP	1.3	13.8
KLA	1.3	12.3

Top Contributors

	Beg Wgt	Return	Contribution
ADVANCED MICRO DEVICES	1.3	58.2	0.8
ALIGN TECHNOLOGY	0.9	54.2	0.5
CENTENE	0.9	45.3	0.4
SKYWORKS SOLUTIONS	0.6	53.2	0.3
DEXCOM	0.6	46.6	0.3

Characteristics

	Portfolio	Russell MidCap Growth
INDUSTRY SECTOR DISTRIBUTION (% Equity)		
Energy	4.6	1.2
Materials	3.0	2.7
Industrials	17.8	17.0
Consumer Discretionary	9.2	14.7
Consumer Staples	2.6	3.2
Health Care	16.2	15.3
Financials	5.9	4.5
Information Technology	23.6	33.7
Communication Services	5.5	4.9
Utilities	0.2	0.0
Real Estate	10.9	2.7
Unclassified	0.1	0.0

Bottom Contributors

	Beg Wgt	Return	Contribution
TWITTER	1.2	-22.2	-0.3
DOLLAR TREE	1.2	-17.6	-0.2
EXPEDIA GROUP	0.7	-19.3	-0.1
ARISTA NETWORKS	0.6	-14.9	-0.1
WAYFAIR CL.A	0.4	-19.4	-0.1

Market Capitalization

	Small Cap	Small/ Mid	Mid Cap	Mid/ Large	Large Cap
Vanguard Mid-Cap Growth ETF	0.4%	10.5%	81.3%	7.8%	0.0%
Russell MidCap Growth	1.7%	25.2%	57.3%	15.8%	0.0%
Weight Over/Under	*-1.3%*	*-14.6%*	*24.0%*	*-8.0%*	*0.0%*

Attachment: 1Q20 Glen Ellyn Police (4444 : Investment Report Q12020)

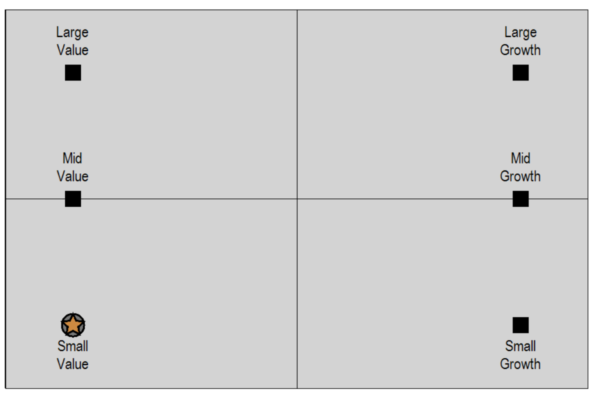
Nuveen Small Cap Value

Characteristics

As of December 31, 2019

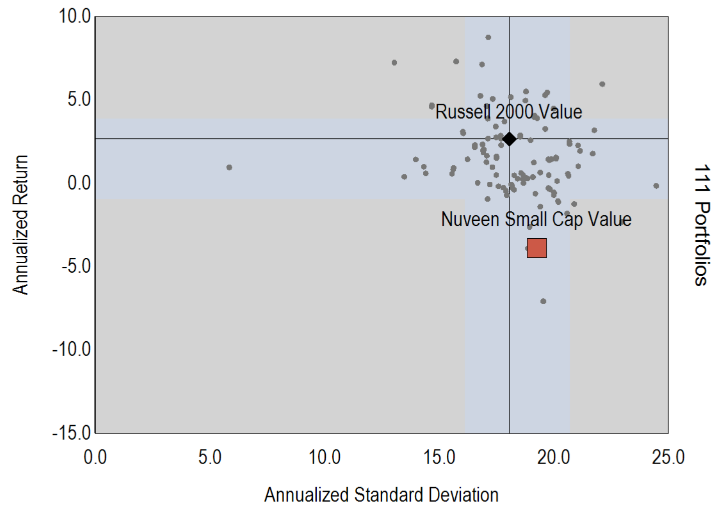
Market Value: $1.8 Million and 5.5% of Fund

Style Drift - 1 Year



Nuveen Small Cap Value ★ Russell 2000 Value

Risk/Return - 1 Year



Characteristics

	Portfolio	Russell 2000 Value
Number of Holdings	84	1,402
Weighted Avg. Market Cap. ($B)	2.6	2.2
Median Market Cap. ($B)	2.1	0.7
Price To Earnings	16.7	16.3
Price To Book	1.7	1.7
Price To Sales	1.1	0.9
Return on Equity (%)	9.4	5.3
Yield (%)	2.2	2.1
Beta		1.0
R-Squared		1.0

Largest Holdings

	End Weight	Return
RADWARE	2.0	6.3
CATHAY GEN.BANCORP	2.0	10.5
RADIAN GP.	2.0	10.2
SYNNEX	1.9	14.5
PINNACLE FINANCIAL PTNS.	1.9	13.1

Top Contributors

	End Weight	Return	Contribution
G-III APPAREL GROUP	1.5	30.0	0.5
DANA	1.5	26.7	0.4
SYNAPTICS	0.6	64.6	0.4
WESTERN ALL.BANCORP.	1.5	24.3	0.4
PREFERRED BANK LOS ANGELES	1.9	15.4	0.3

Characteristics

	Portfolio	Russell 2000 Value
INDUSTRY SECTOR DISTRIBUTION (% Equity)		
Energy	5.2	5.8
Materials	3.5	4.7
Industrials	12.1	12.6
Consumer Discretionary	10.9	9.7
Consumer Staples	1.7	2.7
Health Care	4.5	5.4
Financials	33.1	30.2
Information Technology	11.0	9.7
Communication Services	1.2	2.2
Utilities	5.1	5.9
Real Estate	10.9	11.1
Unclassified	0.0	0.0

Bottom Contributors

	End Weight	Return	Contribution
VONAGE HOLDINGS	0.5	-34.4	-0.2
JACK IN THE BOX	1.3	-13.9	-0.2
AARON'S	1.5	-11.1	-0.2
NETGEAR	0.6	-23.9	-0.1
LA-Z-BOY	1.5	-5.9	-0.1

Market Capitalization

	Small Cap	Small/ Mid	Mid Cap	Mid/ Large	Large Cap
Nuveen Small Cap Value	85.1%	14.9%	0.0%	0.0%	0.0%
Russell 2000 Value	91.3%	8.6%	0.0%	0.0%	0.0%
Weight Over/Under	*-6.2%*	*6.2%*	*0.0%*	*0.0%*	*0.0%*

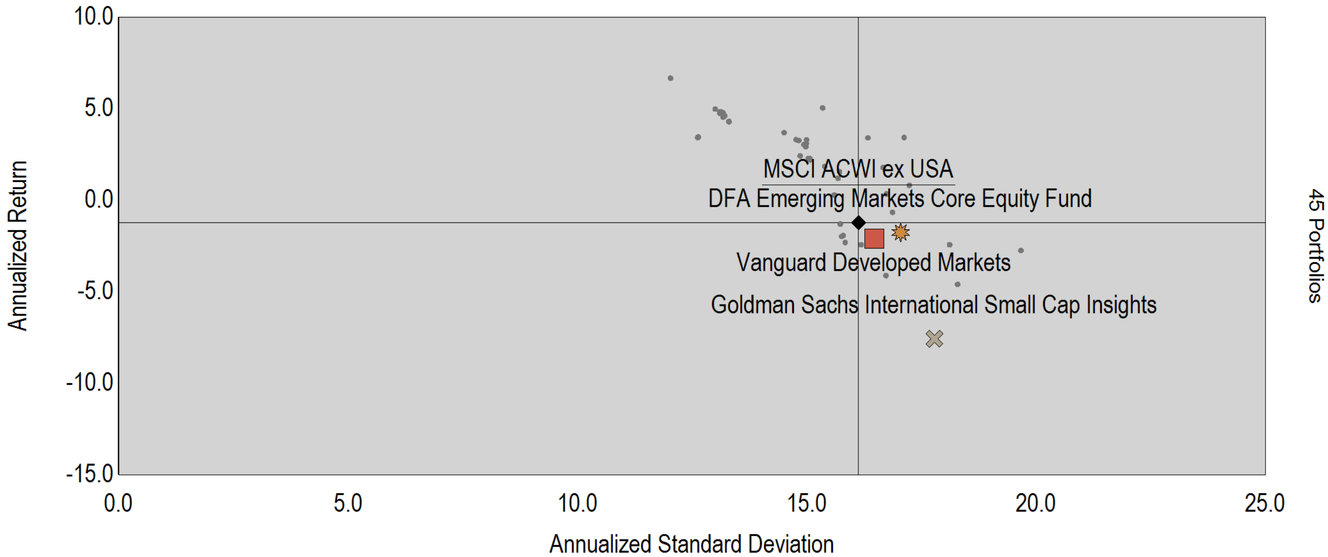
Non U.S. Equity Composite

Characteristics

As of September 30, 2019

Market Value: $6.1 Million and 19.0% of Fund

Risk/Return - 1 Year



Characteristics

	Portfolio	MSCI ACWI ex USA
Number of Holdings	8,340	2,206
Weighted Avg. Market Cap. ($B)	36.4	64.0
Median Market Cap. ($B)	0.8	7.3
Price To Earnings	14.4	15.0
Price To Book	2.2	2.3
Price To Sales	1.0	1.2
Return on Equity (%)	14.1	15.0
Yield (%)	3.1	3.3
Beta		1.0
R-Squared		1.0

Region	% of Total	% of Bench
North America ex U.S.	4.8%	6.9%
United States	0.5%	0.0%
Europe Ex U.K.	30.7%	30.8%
United Kingdom	7.7%	10.8%
Pacific Basin Ex Japan	10.6%	8.2%
Japan	20.8%	16.5%
Emerging Markets	24.4%	25.3%
Other	0.3%	1.3%
Total	**100.0%**	**100.0%**

Characteristics

	Portfolio	FTSE Developed ex North America
INDUSTRY SECTOR DISTRIBUTION (% Equity)		
Energy	5.5	5.0
Materials	7.5	7.5
Industrials	15.7	15.1
Consumer Discretionary	11.6	11.4
Consumer Staples	9.5	11.4
Health Care	9.1	11.0
Financials	19.1	18.3
Information Technology	8.4	7.9
Communication Services	5.4	5.4
Utilities	3.6	3.7
Real Estate	4.1	3.4
Unclassified	0.3	0.0

Market Capitalization

	Small Cap	**Mid Cap**	**Large Cap**
Non U.S. Equity Composite	43.3%	15.5%	41.1%
MSCI ACWI ex USA	6.5%	20.1%	73.1%
Weight Over/Under	*36.9%*	*-4.6%*	*-31.9%*

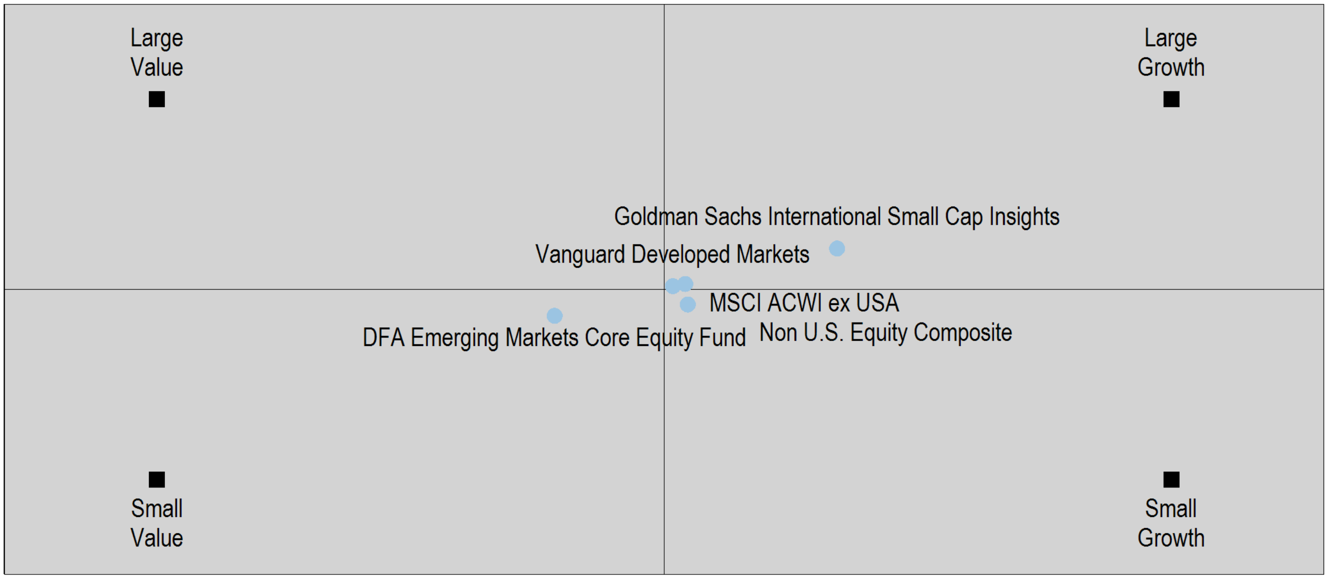
Non U.S. Equity Composite

Characteristics

As of September 30, 2019

Market Value: $6.1 Million and 19.0% of Fund

Equity Style Map - 1 Year



Common Holdings Matrix

	Vanguard Developed Markets #	Vanguard Developed Markets %	Goldman Sachs International Small Cap Insights #	Goldman Sachs International Small Cap Insights %	DFA Emerging Markets Core Equity Fund #	DFA Emerging Markets Core Equity Fund %
Vanguard Developed Markets	--	--	380	91	472	16
Goldman Sachs International Small Cap Insights	380	3	--	--	0	0
DFA Emerging Markets Core Equity Fund	472	5	0	0	--	--

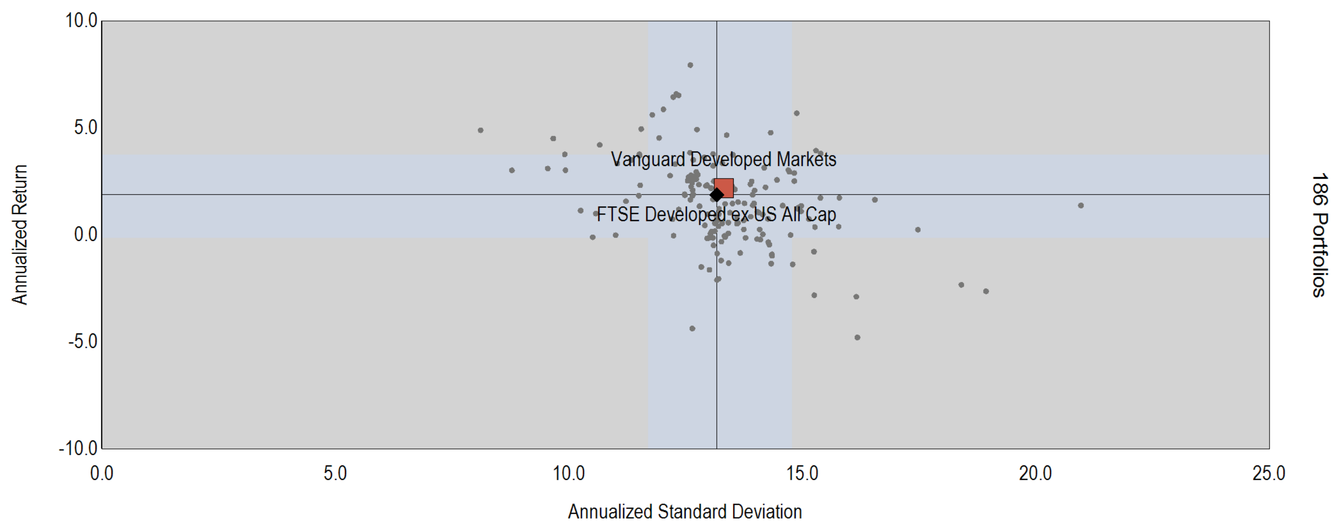
Vanguard Developed Markets

Characteristics

As of December 31, 2019

Market Value: $3.4 Million and 10.3% of Fund

Risk/Return - 2 Years



Characteristics

	Portfolio	FTSE Developed ex North America
Number of Holdings	3,901	1,495
Weighted Avg. Market Cap. ($B)	53.5	61.7
Median Market Cap. ($B)	1.7	6.9
Price To Earnings	16.6	16.8
Price To Book	2.3	2.3
Price To Sales	1.0	1.1
Return on Equity (%)	13.4	13.7
Yield (%)	2.9	3.1
Beta		1.0
R-Squared		1.0

Region	% of Total	% of Bench
North America ex U.S.	9.1%	0.0%
United States	1.6%	0.0%
Europe Ex U.K.	41.1%	43.0%
United Kingdom	8.9%	16.0%
Pacific Basin Ex Japan	11.2%	11.9%
Japan	22.8%	24.2%
Emerging Markets	4.7%	4.4%
Other	0.6%	0.5%
Total	**100.0%**	**100.0%**

Characteristics

	Portfolio	FTSE Developed ex North America
INDUSTRY SECTOR DISTRIBUTION (% Equity)		
Energy	5.2	4.7
Materials	7.6	7.5
Industrials	15.7	15.2
Consumer Discretionary	11.5	11.6
Consumer Staples	8.7	10.7
Health Care	10.5	11.5
Financials	18.7	18.2
Information Technology	8.8	8.5
Communication Services	5.1	5.2
Utilities	3.5	3.6
Real Estate	4.0	3.4
Unclassified	0.7	0.0

Market Capitalization

	Small Cap	**Mid Cap**	**Large Cap**
Vanguard Developed Markets	33.3%	36.6%	30.1%
FTSE Developed ex North America	25.4%	38.3%	36.3%
Weight Over/Under	*7.9%*	*-1.7%*	*-6.2%*

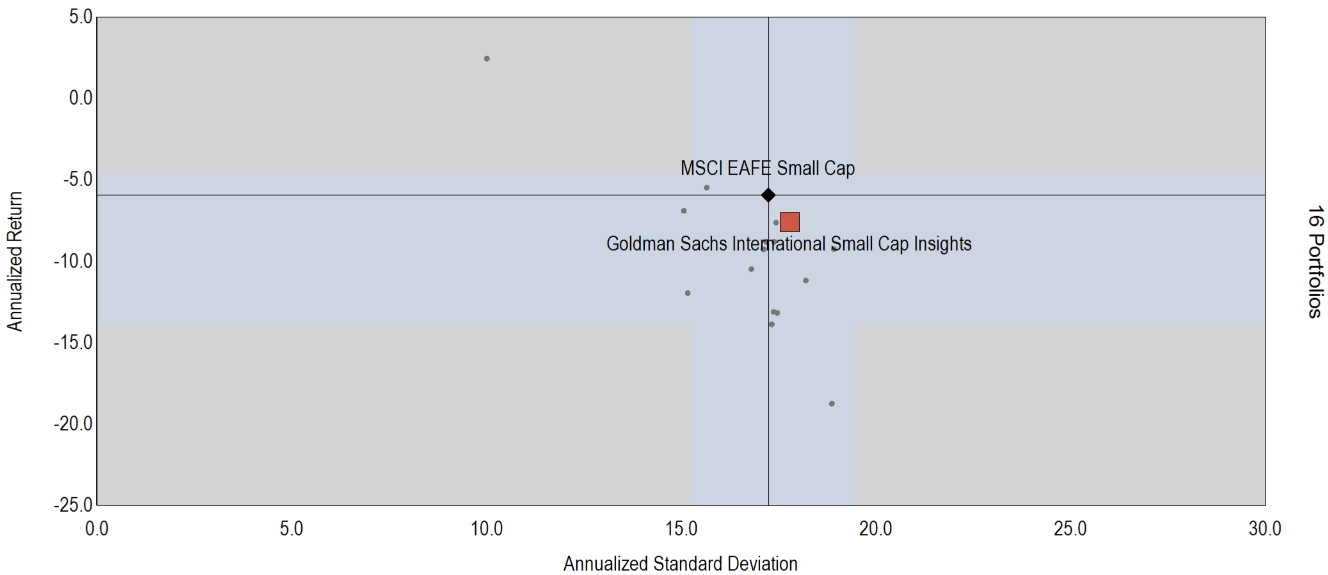
Goldman Sachs International Small Cap Insights

Characteristics

As of September 30, 2019

Market Value: $1.5 Million and 4.7% of Fund

Risk/Return - 1 Year



Characteristics

	Portfolio	MSCI EAFE Small Cap
Number of Holdings	440	2,334
Weighted Avg. Market Cap. ($B)	2.7	2.5
Median Market Cap. ($B)	1.5	1.0
Price To Earnings	14.6	15.6
Price To Book	2.2	2.1
Price To Sales	0.9	0.9
Return on Equity (%)	15.4	11.9
Yield (%)	3.0	2.9
Beta		1.0
R-Squared		1.0

Region	% of Total	% of Bench
North America ex U.S.	0.0%	0.0%
United States	0.3%	0.0%
Europe Ex U.K.	39.1%	37.0%
United Kingdom	15.7%	17.6%
Pacific Basin Ex Japan	9.9%	12.4%
Japan	35.0%	31.2%
Emerging Markets	0.0%	0.0%
Other	0.0%	1.7%
Total	**100.0%**	**100.0%**

Characteristics

	Portfolio	MSCI EAFE Small Cap
INDUSTRY SECTOR DISTRIBUTION (% Equity)		
Energy	1.4	2.7
Materials	6.4	8.1
Industrials	20.0	21.2
Consumer Discretionary	14.8	12.8
Consumer Staples	5.7	6.4
Health Care	9.1	7.3
Financials	11.8	10.5
Information Technology	12.0	9.7
Communication Services	4.1	5.2
Utilities	1.3	2.4
Real Estate	13.2	13.5
Unclassified	0.0	0.1

Market Capitalization

	Small Cap	Mid Cap	Large Cap
Goldman Sachs International Small Cap Insights	96.4%	3.6%	0.0%
MSCI EAFE Small Cap	96.9%	3.1%	0.0%
Weight Over/Under	*-0.6%*	*0.6%*	*0.0%*

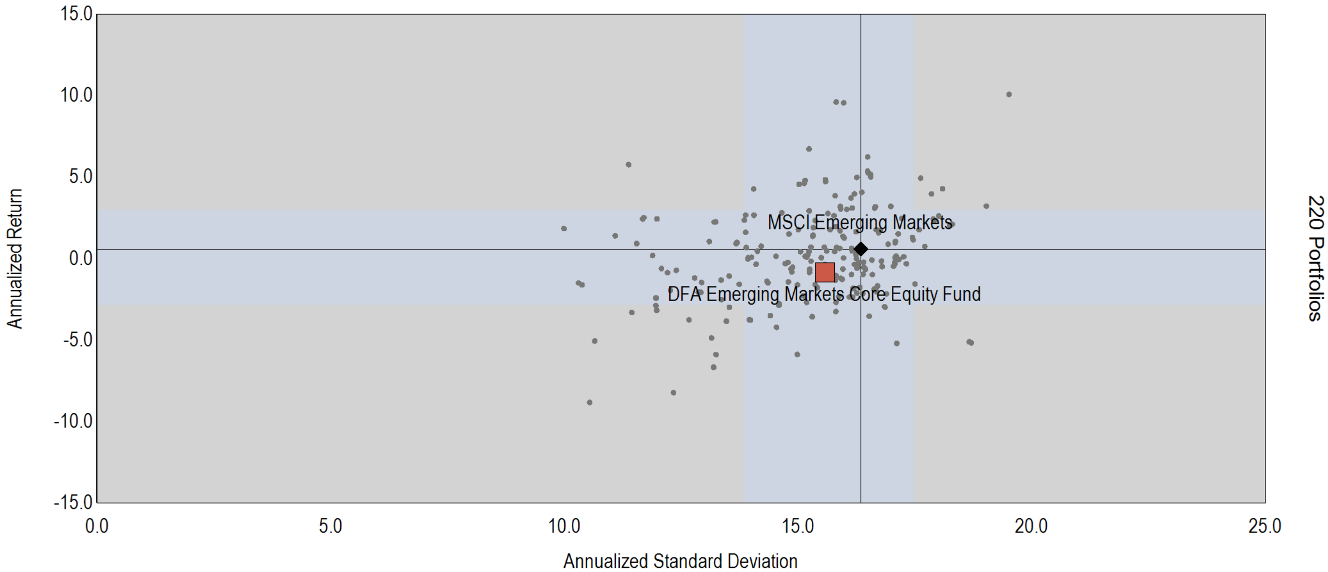
DFA Emerging Markets Core Equity Fund

Characteristics

As of December 31, 2019

Market Value: $1.6 Million and 5.0% of Fund

Risk/Return - 1 Years



Characteristics

	Portfolio	MSCI Emerging Markets
Number of Holdings	4,792	1,371
Weighted Avg. Market Cap. ($B)	58.3	106.2
Median Market Cap. ($B)	0.4	5.9
Price To Earnings	13.9	15.0
Price To Book	2.3	2.6
Price To Sales	0.9	1.3
Return on Equity (%)	14.7	17.0
Yield (%)	2.9	2.7
Beta		1.0
R-Squared		1.0

Region	% of Total	% of Bench
EM Asia	62.9%	73.4%
EM Latin America	14.5%	11.3%
EM Europe & Middle East	4.4%	5.7%
EM Africa	6.6%	4.9%
Other	11.7%	4.6%
Total	**100.0%**	**100.0%**

Characteristics

	Portfolio	MSCI Emerging Markets
INDUSTRY SECTOR DISTRIBUTION (% Equity)		
Energy	6.9	7.4
Materials	10.3	7.3
Industrials	8.3	5.3
Consumer Discretionary	10.3	14.3
Consumer Staples	6.8	6.2
Health Care	3.0	2.7
Financials	18.4	24.5
Information Technology	19.7	15.6
Communication Services	7.7	11.0
Utilities	3.4	2.6
Real Estate	4.1	3.0
Unclassified	0.1	0.0

Market Capitalization

	Small Cap	Mid Cap	Large Cap
DFA Emerging Markets Core Equity Fund	28.6%	20.0%	51.4%
MSCI Emerging Markets	4.9%	16.8%	78.3%
Weight Over/Under	*23.8%*	*3.1%*	*-26.9%*

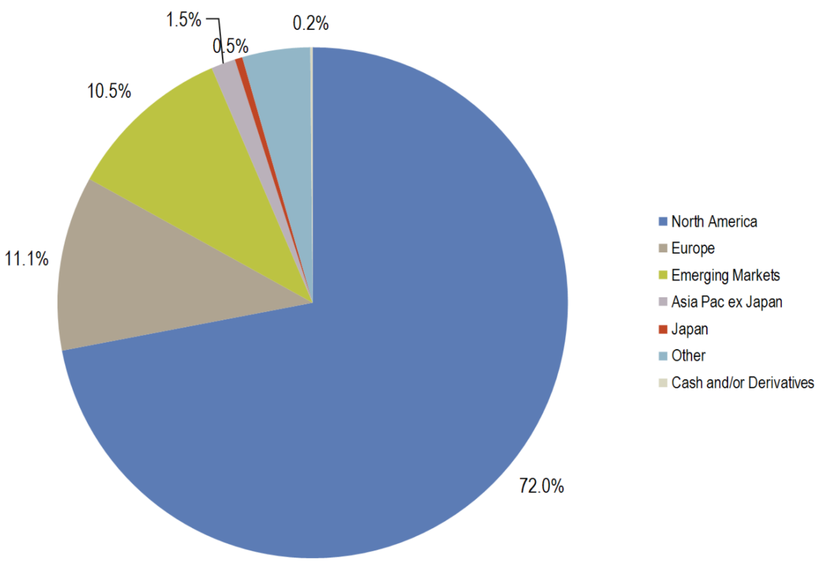
BlackRock Multi-Asset Income

Characteristics

As of March 31, 2020

Market Value: $1.5 Million and 5.2% of Fund

Geographic Allocation



Asset Class

Fixed-Income	71.8%
Equity	28.2%

Credit Quality

AAA Rated	19.1%
AA Rated	2.3%
A Rated	5.2%
BBB Rated	14.9%
BB Rated	23.6%
B Rated	20.6%
Below B	7.2%
Not Rated	6.8%
Cash and/or Derivatives	0.3%

Principal U.S. Property Separate Account

Characteristics

As of December 31, 2019

Market Value: $2.2 Million and 6.8% of Fund

Characteristics

Fund GAV ($MM)	$10,731.2
Fund NAV ($MM)	$8,429.0
Cash (% of NAV)	3.8%
# of Investments	133
% in Top 10 by NAV	31.6%
Leverage %	18.8%
Occupancy	91.1%
# of MSAs	43
1-Year Dividend Yield	0.0%
As of Date	31-Dec-19

Strategy Breakdown

	% of Portfolio
Pre-Development	0.4%
Development	2.8%
Initial Leasing	6.5%
Operating	90.4%
Re-Development	
Other	

Top Five Metro Areas	% of NAV
New York, NY	8.7%
Seattle, WA	7.6%
Austin, TX	7.5%
Cambridge, MA	7.1%
Phoenix, AZ	5.6%

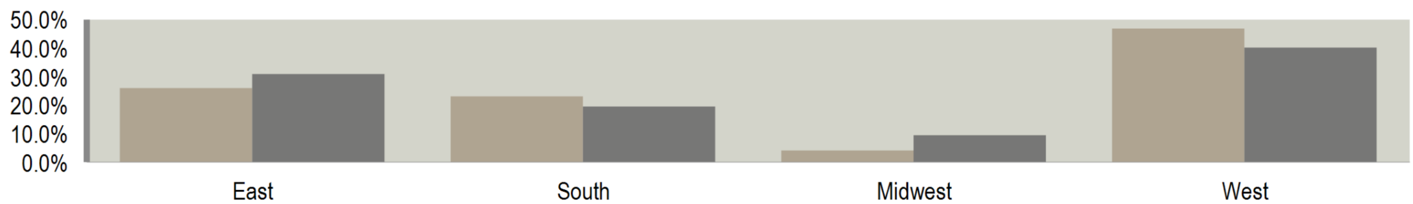
Queue In:	
Contribution Queue ($MM)	$647.69
Anticipated Drawdown (Months)	9

Queue Out:	
Redemption Queue ($MM)	$0.00
Anticipated Payout (Months)	0

Top Ten Holdings Investment Detail

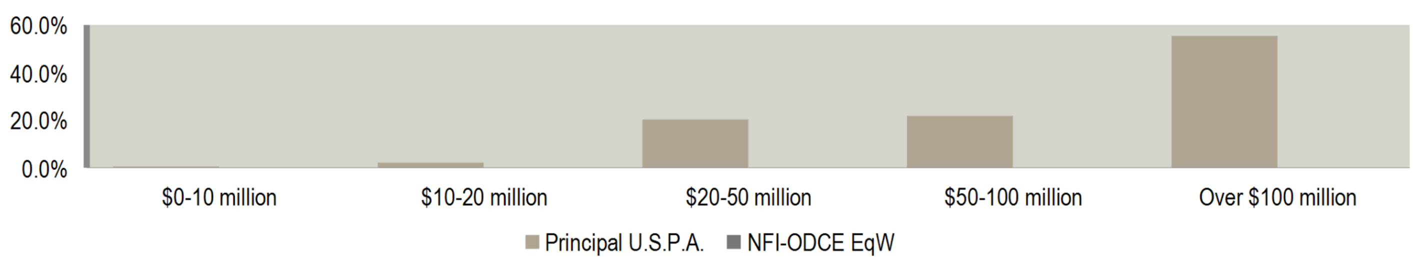
#	Property	Type	Location	% of Fund NAV
1	500 West Second Street	Office	Austin, TX	5.0%
2	Charles Park	Office	Cambridge, MA	4.7%
3	Nine Two Nine	Office	Seattle, WA	4.5%
4	555 City Center	Office	Oakland, CA	3.2%
5	Park Place	Other	Anaheim, CA	2.6%
6	225 West Santa Clara	Office	San Jose, CA	2.6%
7	Watermark Kendall East & West	Apartment	Cambridge, MA	2.6%
8	1370 Avenue of the Americas	Office	New York, NY	2.2%
9	Hazard Center	Office	San Diego, CA	2.1%
10	Energy Center V	Office	Houston, TX	2.0%
Total				**31.6%**

Regional Breakdown by NAV (Excluding Cash & Debt)



Property Type Breakdown by NAV (Excluding Cash & Debt)

Property Size Breakdown by NAV (Excluding Cash & Debt)



Total Fund Composite

Fee Schedule

Market Value: $28.1 Million and 100.0% of Fund

Asset Class	Investment Manager	Fee Schedule	Expense Ratio & Estimated Annual Fee [1]	Industry Median [2]
Int. Fixed Income	Great Lakes Advisors	0.30% on the first $10 million 0.20% on the balance	0.29% $33,136	0.30%
Large-Cap Value	Vanguard Value Index	0.06% on the balance	0.06% $1,406	0.72%
Large-Cap Core	Vanguard 500 Index	0.04% on the balance	0.04% $1,026	0.11%
Mid-Cap Growth	Vanguard Mid-Cap Growth ETF	0.07% on the balance	0.07% $1,147	0.16%
Small-Cap Value	Nuveen Small Cap Value	0.97% on the balance	0.97% $10,651	1.00%
Non-U.S. Large-Cap Core	Vanguard Developed Markets	0.07% on the balance	0.07% $1,790	0.24%
Non-U.S. Small-Cap Core	Goldman Sachs International Small Cap Insigh	0.88% on the balance	0.88% $10,482	0.97%
Emerging Markets	DFA Emerging Markets Core Equity Fund	0.53% on the balance	0.53% $6,173	1.35%
Global Tactical Asset Allocation	BlackRock Multi-Asset Income	0.52% on the balance	0.52% $7,625	0.65%
Core Real Estate	Principal U.S. Property Separate Account	1.10% on the balance	1.10% $24,483	1.00%
Total Investment Management Fees			**0.35%** **$97,919**	**0.47%**
Investment Consultant	Marquette Associates, Inc.	$50,000 Annual Fee	0.18% $50,000	
Custodian	US Bank	0.02% on the balance $7,500 annual minimum	0.03% $7,500	
Total Fund			**0.55%** **$155,419**	

[1] Expense Ratio & Estimated Annual Fee are Based on Market Value at Quarter End.
[2] Source: 2019 Marquette Associates Investment Management Fee Study.

DISCLOSURE

Marquette Associates, Inc. ("Marquette") has prepared this report for the exclusive use by the client for which it was prepared. The information herein was obtained from various sources, such as the client's custodian(s) accounting statements, commercially available databases, and other economic and financial market data sources.

The sources of information used in this report are believed to be reliable. Marquette has not independently verified all of the information in this report and its accuracy cannot be guaranteed. The market commentary, portfolio holdings, and characteristics are as of the date appearing in this material only and are subject to change without prior notice. Past performance does not guarantee future results. No graph, chart, or formula can, in and of itself, be used to determine which securities or investments to buy or sell.

Your custodian does not review whether the management fee is properly calculated. This report may contain data and content provided by third parties. The information contained in this material has been compiled or arrived at from sources believed to be reliable. We urge clients to compare the information set forth in this statement with the statements you receive directly from the custodian in order to ensure accuracy of all account information.

Forward-looking statements, including without limitation any statement or prediction about a future event contained in this presentation, are based on a variety of estimates and assumptions by Marquette, including, but not limited to, estimates of future operating results, the value of assets and market conditions. These estimates and assumptions, including the risk assessments and projections referenced, are inherently uncertain and are subject to numerous business, industry, market, regulatory, geo-political, competitive and financial risks that are outside of Marquette's control. There can be no assurance that the assumptions made in connection with any forward-looking statement will prove accurate, and actual results may differ materially. The inclusion of any forward-looking statement herein should not be regarded as an indication that Marquette considers forward-looking statements to be a reliable prediction of future events.

The views contained herein are those of Marquette and should not be taken as financial advice or a recommendation to buy or sell any security. Any forecasts, figures, opinions or investment techniques and strategies described are intended for informational purposes only. They are based on certain assumptions and current market conditions, and although accurate at the time of writing, are subject to change without prior notice. Opinions, estimates, projections and comments on financial market trends constitute our judgment and are subject to change without notice.

Police Pension Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 04/16/20 04:00 PM
Department: Police Pension Board
Department Head: Christina Coyle
Category: Vouchers
Prepared By: Christina Coyle

SCHEDULED

AGENDA ITEM (ID # 4443) DOC ID: 4443

Approve the Expense Vouchers in the amount of $22,791.91 and Pension Expenses in the amount of $619,698.54 for a total of $642,490.45

Please see the information attached.

ATTACHMENTS:

- Vouchers, April 2020 (PDF)

POLICE PENSION FUND
APPROVAL OF VOUCHERS
For the meeting in April 2020

Expenses	Check Date:	Paid amount	
IPPFA (training)	2/7/2020	$ 185.00	
US Bank (custodial fees)		$ 625.00	
US Bank (custodial fees)		$ 625.00	
US Bank (custodial fees)		$ 625.00	
Great Lakes (investment mgmt fee)	1/27/2020	$ 8,231.91	
Marquette Associates (investment consultant)	2/7/2020	$ 12,500.00	
		$ 22,791.91	
			$ 22,791.91

Pension Expenses	January	February	March	
Service Pensions	$ 184,385.29	$ 181,969.54	$ 174,376.02	
Duty Disability Pensions	$ 7,264.68	$ 7,264.68	$ 7,264.68	
Non-Duty Disability Pensions	$ -	$ -	$ -	
Surviving Spouse Pension	$ 14,916.21	$ 14,916.21	$ 27,341.23	
Total Payroll:	$ 206,566.18	$ 204,150.43	$ 208,981.93	
				$ 619,698.54
			Grand Total	$ 642,490.45

900 - 110155

Police Pension

IPPFA

Summary Agenda Fees Speakers Post Registration Staff

Log Out

Vendor 452

2020 IPPFA Regional Seminar (Hoffman Estates, IL)

9000

CODE	AMOUNT	APPROVAL	DATE
520600	185.00		2-4-20
			2/4/20

February 13, 2020
8:00 AM-4:00 PM

JAMES KING
REGISTRATION

NIU Outreach Campus
5555 Trillium Blvd., Auditorium
Hoffman Estates, IL 60192

Order Summary

Review your order information and submit your payment.

If you are paying by check, please mail it to the IPPFA Office located at 2587 Millennium Dr., Unit C in Elgin, IL 60124.

IPPFA

Summary Agenda Fees
Speakers
Post Registration
Staff

Log Out

2020 IPPFA Regional Seminar (Hoffman Estates, IL)

February 13, 2020
8:00 AM-4:00 PM

NIU Outreach Campus
5555 Trillium Blvd., Auditorium
Hoffman Estates, IL 60192

Congratulations, you are now registered!

Your Confirmation Number is:

SSN7NX8MXH7

You will receive an email with your registration details.

Add to Calendar

Registration Summary

Please review your registration information below.

James King

jking1089@hotmail.com

Pension Fund/Company	Title
Village of Glen Ellyn	Trustee

Pension Board	Pension Board Selection Process
Glen Ellyn Police Pension Fund	Elected - Retired

Phone Number	Work Address
630-653-8362	535 Duane St Glen Ellyn, IL 60137 USA

Agenda

Item	Date	Price
Admission Item		
IPPFA Member		$185.00
Sessions		

Registration	2/13/20, 7:00 AM - 2/13/20, 8:00 AM	$0.00
Welcome/Consolidation Updates	2/13/20, 8:00 AM - 2/13/20, 8:25 AM	$0.00
Retirement Healthcare Funding and Deferred Compensation	2/13/20, 8:25 AM - 2/13/20, 9:15 AM	$0.00
Fiduciary Liability and Cyberliability Landscape	2/13/20, 9:15 AM - 2/13/20, 10:05 AM	$0.00
Refreshment Break	2/13/20, 10:05 AM - 2/13/20, 10:20 AM	$0.00
To Be Announced	2/13/20, 10:20 AM - 2/13/20, 11:10 AM	$0.00
To Be Announced	2/13/20, 11:10 AM - 2/13/20, 12:00 PM	$0.00
Legal and Legislative Updates	2/13/20, 1:15 PM - 2/13/20, 2:05 PM	$0.00
To Be Announced	2/13/20, 2:05 PM - 2/13/20, 2:55 PM	$0.00
Refreshment Break	2/13/20, 2:55 PM - 2/13/20, 3:10 PM	$0.00
Improving Your Public Pension Knowledge	2/13/20, 3:10 PM - 2/13/20, 4:00 PM	$0.00

Add Group Member

00207301
18- -01-B -62 -037-01
0101 -19-03078-01

GLEN ELLYN POLICE PENSION FUND
[redacted]

Period from January 1, 2020 to January 31, 2020

PLAN EXPENSES

DATE	DESCRIPTION	CASH
Trust Fees		
Trust Fees		
01/27/2020	Collected Charged For Period 12/01/2019 Thru 12/31/2019	- 394.46
Total Trust Fees		**- 394.46**
Trust Fees For Another Account		
01/27/2020	Collected Charged For [redacted] 12/01/19 To 12/31/19	- 230.50
01/27/2020	Collected Charged For [redacted] 12/01/19 To 12/31/19	- .04
Total Trust Fees For Another Account		**- 230.54**
Total Trust Fees		**- 625.00**
Total Plan Expenses		**- 625.00**

00192701
18- -01-B -62 -065-01
0101 -19-03078-01

usbank

GLEN ELLYN POLICE PENSION FUND
[redacted]

Period from February 1, 2020 to February 29, 2020

PLAN EXPENSES

DATE	DESCRIPTION	CASH
Trust Fees		
Trust Fees		
02/24/2020	Collected Charged For Period 01/01/2020 Thru 01/31/2020	- 388.14
Total Trust Fees		**- 388.14**
Trust Fees For Another Account		
02/24/2020	Collected Charged For [redacted] 01/01/20 To 01/31/20	- 236.82
02/24/2020	Collected Charged For [redacted] 01/01/20 To 01/31/20	- .04
Total Trust Fees For Another Account		**- 236.86**
Total Trust Fees		**- 625.00**
Total Plan Expenses		**- 625.00**

00231801
18- -01-B -62 -095-01
0101 -19-03078-01

GLEN ELLYN POLICE PENSION FUND
[redacted]

PLAN EXPENSES

DATE	DESCRIPTION	CASH
Trust Fees		
Trust Fees		
03/25/2020	Collected Charged For Period 02/01/2020 Thru 02/29/2020	- 372.65
Total Trust Fees		**- 372.65**
Trust Fees For Another Account		
03/25/2020	Collected Charged For [redacted] 02/01/20 To 02/29/20	- 252.31
03/25/2020	Collected Charged For [redacted] 02/01/20 To 02/29/20	- .04
Total Trust Fees For Another Account		**- 252.35**
Total Trust Fees		**- 625.00**
Total Plan Expenses		**- 625.00**

00207301
18- -01-B -62 -037-01
0101 -11-03078-01

[redacted]

[redacted] Period from January 1, 2020 to January 31, 2020

PLAN EXPENSES

DATE	DESCRIPTION	CASH
Administrative Expenses		
Investment Advisory And Management Fees		
Investment Counsel Fee		
01/27/2020	Paid To Great Lakes Advisors, Inc. Glen Ellyn Police Pension From 10/1/19-12/31/19	- 8,231.91
Total Investment Counsel Fee		**- 8,231.91**
Total Investment Advisory And Management Fees		**- 8,231.91**
Total Administrative Expenses		**- 8,231.91**
Total Plan Expenses		**- 8,231.91**

900-110155

FY19

10574

MarquetteAssociates
180 N La Salle St, Suite 3500
Chicago, IL 60601

Invoice Date 1/1/20

Invoice # 2001073

Account # 1295

Balance Due $12,500.00

Glen Ellyn Police
535 Duane St.
Glen Ellyn, IL 60137

Amount paid: $________________

Check number: ________________

☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Have E-Mail? Please write it here: ________________________

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Glen Ellyn Police
535 Duane St.
Glen Ellyn, IL 60137

Due Date	1/1/20

Description	Amount
Investment consulting services for the period October 1, 2019 through December 31, 2019.	12,500.00

Police Pension

CODE	AMOUNT	APPROVAL	DATE
90000-520800	$12,500	@	1/10/20

Terms: Due on receipt

[redacted]

Billing Inquiries? Call 312.527.5500 X224

Marquette Associates, Inc Attn: Accts Rec, 180 N LaSalle, Ste 3500, Chicago, IL 60601
www.marquetteassociates.com

Police Pension Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 04/16/20 04:00 PM
Department: Police Pension Board
Department Head: Christina Coyle
Category: Personnel
Prepared By: Christina Coyle

SCHEDULED

AGENDA ITEM (ID # 4445) DOC ID: 4445

1. Motion to accept the following new officers into the Glen Ellyn Police Pension Fund: Cody Sollis (effective February 7, 2020), James Roberts (effective February 7, 2020), Konstantin Mikalayenia (effective February 7, 2020), Christopher Haire (effective April 3, 2020), Alisson Ramirez (effective April 3, 2020), Tyler Schaefer (effective April 3, 2020) 2. Motion to approve a surviving spouse pension to Linda Thiele in the monthly amount of $10,009.27, effective February 23, 2020.

Membership Changes

1. The Police Department hired several new officers. They are listed with their date of hire.
    - Cody Sollis, February 7, 2020
    - James Roberts, February 7, 2020
    - Konstantin Mikalayenia, February 7, 2020
    - Christopher Haire, April 3, 2020
    - Alisson Ramirez, April 3, 2020
    - Tyler Schaefer, April 3, 2020
2. Pensioner Howard Thiele passed away on February 22, 2020. His wife, Linda Thiele, will receive his surviving spouse pension.

Contribution Refunds

None.

Transfers

None.

Action Requested

1. Motion to accept the following new officers into the Glen Ellyn Police Pension Fund:

- Cody Sollis, February 7, 2020
- James Roberts, February 7, 2020
- Konstantin Mikalayenia, February 7, 2020
- Christopher Haire, April 3, 2020
- Alisson Ramirez, April 3, 2020
- Tyler Schaefer, April 3, 2020

2. Motion to approve a surviving spouse pension to Linda Thiele in the monthly amount of $10,009.27, effective February 23, 2020.

Police Pension Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 04/16/20 04:00 PM
Department: Police Pension Board
Department Head: Christina Coyle
Category: Purchase
Prepared By: Christina Coyle

SCHEDULED

AGENDA ITEM (ID # 4446) DOC ID: 4446

Motion to approve renewal of Fiduciary Insurance Policy with Rockwood Company/Travelers Insurance in the amount of $4,940.00.

Background

The Police Pension Board is required to have a fiduciary insurance policy. This policy must be renewed each year.

Issues

I obtained a quote from our current insurance company, Travelers Insurance, to continue coverage for another year. The quote received was $4,940, which increased 6.5% from the prior year.

Action Requested

Motion to approve renewal of fiduciary liability insurance policy with Rockwood Company (Travelers Insurance) in the amount of $4,940.00.

ATTACHMENTS:

- Policy (PDF)
- Invoice (PDF)

TRAVELERS
One Tower Square
Hartford, CT 06183

Toll-Free ERISA HelpLine

As part of the services provided through Risk Management PLUS+ Online®, Travelers Bond & Specialty Insurance is pleased to provide its Fiduciary Liability policyholders with access to the ERISA HelpLine, a toll-free hotline designed for quick, practical guidance on day-to-day workplace issues.

To utilize the HelpLine, call **1-888-401KLAW (1-888-401-5529).**

Through the ERISA HelpLine, policyholders are eligible to receive up to one hour of consultation with an ERISA attorney from the law firm of Morgan Lewis at no charge. Morgan Lewis is a global law firm with a national ERISA practice and more than 1,400 lawyers in 22 offices throughout the world.

The ERISA HelpLine is designed to provide general guidance on issues relating to employee benefits and ERISA law. From reviewing issues related to contingent workers to questions about HIPAA, attorneys from Morgan Lewis are there to help you. The ERISA HelpLine is available toll-free from anywhere in the United States.

We encourage policyholders to take advantage of this no-cost hotline. For more information about the hotline, go to [www.rmplusonline.com/ERISAHelpLine.](www.rmplusonline.com/ERISAHelpLine)

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

Travelers Casualty and Surety Company of America,and its property casualty affiliates, 1 Tower Square, Hartford, CT 06183

TRAVELERS

April 1, 2020

VILLAGE OF GLEN ELLYN POLICE PENSION
535 DUANE STREET
GLEN ELLYN, IL 60137

Re: Important Information about **Claims Information Line**

Dear **VILLAGE OF GLEN ELLYN POLICE PENSION**

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

·The information that needs to be included with the claim notice

·The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information

· Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

Best regards,

Ivette Perez

TRAVELERS

One Tower Square
Hartford, CT 06183

04/01/2020

VILLAGE OF GLEN ELLYN POLICE PENSION

535 DUANE STREET
GLEN ELLYN, IL 60137

RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance (www.rmplusonline.com)

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, directors and officers, fiduciary liability, cyber, crime, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- Thousands of articles on a variety of risk management topics
- Topical webinars and podcasts on current issues
- Checklists to assist in managing risk
- Web based training
- Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

Registration for Site Administrators:
The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. T register:

1. Go to www.rmplusonline.com.
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: TRVP120000
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

Learning to Navigate the Site:
1. Go to www.rmplusonline.com. On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Independent Agent And Broker Compensation Notice

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html.

Or write or call:

Travelers, Agency Compensation
One Tower Square
Hartford, Connecticut 06183

(866) 904.8348

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Illinois Religious Freedom Protection And Civil Union Act Notice

The Illinois Religious Freedom Protection and Civil Union Act provides that persons of the same or opposite sex who enter into a civil union must be afforded the same obligations, protections, and legal rights as married persons. This law became effective June 1, 2011, and is designed to ensure that civil unions and marriage are treated identically under Illinois law. In accordance with law, this policy will be interpreted to provide the same benefits and protections to persons in a civil union or in a marriage.

TRAVELERS

Wrap+®

DESIGNATED BENEFIT PLAN FIDUCIARY LIABILITY COVERAGE DECLARATIONS

POLICY NO. 10608290

Travelers Casualty and Surety Company of America
Hartford, Connecticut
(A Stock Insurance Company, herein called the Company)

THIS LIABILITY COVERAGE IS WRITTEN ON A CLAIMS-MADE BASIS. THIS LIABILITY COVERAGE COVERS ONLY CLAIMS FIRST MADE AGAINST INSUREDS DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED BY DEFENSE EXPENSES, AND DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION. THE COMPANY HAS NO DUTY TO DEFEND ANY CLAIM UNLESS DUTY-TO-DEFEND COVERAGE HAS BEEN SPECIFICALLY PROVIDED HEREIN.

ITEM 1	**BENEFIT PLAN:** VILLAGE OF GLEN ELLYN POLICE PENSION Principal Address: 535 DUANE STREET GLEN ELLYN, IL 60137
ITEM 2	**INSURANCE REPRESENTATIVE:** CHRISTINA COYLE D/B/A: Principal Address: 535 DUANE STREET GLEN ELLYN, IL 60137
ITEM 3	**POLICY PERIOD:** Inception Date: May 01, 2020 Expiration Date: May 01, 2021 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.
ITEM 4	**ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW:**

	Email: BSIclaims@travelers.com Fax: (888) 460-6622 Mail: Travelers Bond & Specialty Insurance Claim 385 Washington St. – Mail Code 9275-NB03F St Paul, MN 55102
ITEM 5	Only those coverage features marked "☒ Applicable" are included in this **Policy**.

DESIGNATED BENEFIT PLAN FIDUCIARY LIABILITY COVERAGE

Limit of Liability:	$1,000,000	for all **Claims**
Settlement Program Limit of Liability	$100,000	for each **Settlement Program Notice**, which amount is included within, and not in addition to, any applicable limit of liability
HIPAA Limit of Liability	$25,000	which amount is included within and not in addition to, any applicable limit of liability
502(c) Penalties Limit of Liability	Not Covered	which amount is included within and not in addition to, any applicable limit of liability
Additional Defense Coverage:	☐ Applicable	☒ Not Applicable
Additional Defense Limit of Liability:	Not Covered	for all **Claims**
Retention:	$10,000	for each **Claim** under Insuring Agreement A
Prior and Pending Proceeding Date:	May 01, 2002	
Continuity Date:	May 01, 2002	

ITEM 6 **PREMIUM FOR THE POLICY PERIOD:**

$4,940.00	Policy Premium
N/A	Annual Installment Premium

ITEM 7 **<u>TYPE OF COVERAGE:</u>**

☐ Reimbursement

☒ Duty-to-Defend

Only the type of coverage marked "☒" is included in this **Policy**.

ITEM 8 **<u>EXTENDED REPORTING PERIOD:</u>**

Additional Premium Percentage:	75 %
Additional Months:	12

	(If exercised in accordance with section ***V. CONDITIONS***, **M. EXTENDED REPORTING PERIOD**, of the Designated Benefit Plan Fiduciary Liability Coverage)
ITEM 9	**<u>RUN-OFF EXTENDED REPORTING PERIOD:</u>** Additional Premium Percentage: Not Applicable Additional Months: Not Applicable (If exercised in accordance with section ***V. CONDITIONS***, **K. CHANGE OF CONTROL**, of the Designate Benefit Plan Fiduciary Liability Coverage)
ITEM 10	**ANNUAL REINSTATEMENT OF THE LIMIT OF LIABILITY:** ☐ Applicable ☒ Not Applicable Only those coverage features marked "☒ Applicable" are included in this **Policy**.
ITEM 11	**FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:** AFE-19029-0719; AFE-19030-0719; DBP-16001-1112; DBP-19001-1112; DBP-19003-1112; DBP-19083-0315; DBP-17014-1218

THE DECLARATIONS, THE APPLICATION, THE DESIGNATED BENEFIT PLAN FIDUCIARY LIABILITY COVERAGI AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN TH COMPANY AND THE INSURED.

Countersigned By

IN WITNESS WHEREOF, the Company has caused this **Policy** to be signed by its authorized officers.

President, Bond & Specialty Insurance

Corporate Secretary

This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

Cap On Losses From Certified Acts Of Terrorism Endorsement

The following is added to this Policy. This provision can limit coverage for any loss arising out of a *Certified Act Of Terrorism* if such loss is otherwise covered by this Policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of *Certified Acts Of Terrorism* in another endorsement to this policy.

If aggregate insured losses attributable to *Certified Acts Of Terrorism* exceed $100 billion in a calendar year and the Insurer has met its insurer deductible under *TRIA*, the Insurer will 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.

Certified Act Of Terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of *TRIA*, to be an act of terrorism pursuant to *TRIA*. The criteria contained in *TRIA* for a *Certified Act Of Terrorism* include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

TRIA means the federal Terrorism Risk Insurance Act of 2002 as amended.

This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

Federal Terrorism Risk Insurance Act Disclosure Endorsement

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General 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 certain air carriers or vessels 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.

The Federal Government's share of compensation for such Insured Losses is established by TRIA and is a percentage of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). Through 2020, that percentage is established by TRIA as follows:

- 85% with respect to such Insured Losses occurring in calendar year 2015.
- 84% with respect to such Insured Losses occurring in calendar year 2016.
- 83% with respect to such Insured Losses occurring in calendar year 2017.
- 82% with respect to such Insured Losses occurring in calendar year 2018.
- 81% with respect to such Insured Losses occurring in calendar year 2019.
- 80% with respect to such Insured Losses occurring in calendar year 2020.

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds $100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed $100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for the terrorism coverage required by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106082905**

TRAVELERS

DESIGNATED BENEFIT PLAN FIDUCIARY LIABILITY COVERAGE

THIS IS A CLAIMS MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY. PLEASE READ ALL TERMS CAREFULLY.

I. INSURING AGREEMENTS

A. The Company will pay on behalf of the **Insured**, **Loss** for any **Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, for a **Wrongful Act**.

B. The Company will pay on behalf of the **Insured**, **Settlement Fees** and **Defense Expenses** incurred by the **Insured** in connection with any **Settlement Program Notice**; provided that participation by the **Insured** in any **Settlement Program** commences during the **Policy Period** or, if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

II. DEFINITIONS

Wherever appearing in this **Policy**, the following words and phrases appearing in bold type will have the meanings set forth in this section II. DEFINITIONS:

A. ***Additional Defense Limit of Liability*** means the amount set forth in ITEM 5 of the Declarations. If "*Not Applicable*" is selected for the **Additional Defense Limit of Liability**, then any reference to the **Additional Defense Limit of Liability** will be deemed to be deleted from this **Policy**.

B. ***Administration*** means:

1. giving counsel, advice, or notice to participants or beneficiaries with respect to a **Benefit Plan**;
2. interpreting a **Benefit Plan**;
3. handling records in connection with a **Benefit Plan**; or
4. effecting enrollment, termination or cancellation of participants or beneficiaries under a **Benefit Plan** .

C. ***Annual Reinstatement of the Limit of Liability*** means, if included in ITEM 10 of the Declarations, the reinstatement of each applicable limit of liability for each **Policy Year** during the **Policy Period**.

D. ***Application*** means the application deemed to be attached to and forming a part of this **Policy**, including any materials submitted and statements made in connection with that application. If the **Application** uses terms or phrases that differ from the terms defined in this **Policy**, no inconsistency between any term or phrase used in the **Application** and any term defined in this **Policy** will waive or change any of the terms, conditions and limitations of this **Policy**.

E. ***Benefit Plan*** means only those plans or trusts set forth in ITEM 1 of the Declarations or those plans or trusts designated within an endorsement to this **Policy**.

F. ***Benefit Plan Committee*** means any committee of the **Benefit Plan**, including any **Benefit Plan** investment or administration committee, that is established by the **Benefit Plan** and that is comprised entirely of **Insured Persons**.

G. ***Benefit Plan Official*** means a natural person officer, including any executive director or functional equivalent thereof; member of the board of trustees; in-house risk manager; or in-house general counsel of the **Benefit Plan**.

H. ***Change of Control*** means:

1. the full assumption of fiduciary responsibilities or **Administration**, with respect to a **Benefit Plan** by one or more other persons or entities; or

2. the acquisition of a **Benefit Plan**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of a **Benefit Plan** into or with another entity or employee benefit plan such that the **Benefit Plan** is not the surviving entity.

I. ***Claim*** means:

1. a written demand for monetary damages or non-monetary relief;

2. a civil proceeding commenced by service of a complaint or similar pleading;

3. a criminal proceeding commenced by filing of charges;

4. a formal administrative or regulatory proceeding commenced by filing of a notice of charges, formal investigative order, service of summons or similar document, including a fact-finding investigation by the Department of Labor or the Pension Benefit Guaranty Corporation;

5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or

6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,

against an **Insured** for a **Wrongful Act**.

A **Claim** will be deemed to have been made on the earliest date written notice thereof is received by an **Insured**.

J. ***Defense Expenses*** means reasonable and necessary legal fees and expenses incurred by the Company or the **Insured**, with the Company's consent, in the investigation, defense, settlement and appeal of a **Claim**, including cost of expert consultants and witnesses, premiums for appeal, injunction, attachment or supersedeas bonds (without the obligation to furnish such bonds) regarding such **Claim**; provided that **Defense Expenses** will not include the salaries, wages, benefits or overhead of, or paid to, any **Insured** or any employee of such **Insured**.

K. ***HIPAA*** means the Health Insurance Portability and Accountability Act of 1996, as amended.

L. ***Insurance Representative*** means the entity or person so designated by endorsement to this **Policy** .

M. ***Insured*** means:

1. the **Insured Persons**;

2. any **Benefit Plan**; and

3. any **Benefit Plan Committee** in its capacity as a fiduciary or trustee of a **Benefit Plan**, or in its **Administration** of a **Benefit Plan.**

N. ***Insured Person*** means any natural person who was, is now or becomes a trustee; committee member; officer; in-house general counsel; or employee of a **Benefit Plan**, but only while acting in his or her capacity as a fiduciary of a **Benefit Plan** or as a person performing **Administration**.

In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** against the estate, heirs, legal representatives or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** will be deemed to be a **Claim** against such **Insured Person**.

O. ***Loss*** means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including settlements; judgments; compensatory damages; punitive or exemplary damages or the multiple portion of any multiplied damage award if insurable under the applicable law most favorable to the insurability of punitive, exemplary, or multiplied damages; prejudgment and post judgment interest; and legal fees and expenses awarded pursuant to a court order or judgment; and solely with respect to section I. INSURING AGREEMENTS B. of this **Policy**, **Settlement Fees**. **Loss** does not include:

1. civil or criminal fines (except **Settlement Fees** pursuant to Insuring Agreement B.; **Section 502(c) Penalties**; civil penalties under Sections 502(i) and 502(l) of the Employee Retirement Income Security Act of 1974, as amended; or civil penalties under the privacy provisions of **HIPAA**); sanctions; liquidated damages; payroll or other taxes; or damages or types of relief deemed uninsurable under applicable law;

2. payment of medical benefits, pension benefits, severance, or any other benefit provided under a **Benefit Plan** which are or may become due, except to the extent that such sums are payable as a personal obligation of an **Insured Person**, because of such **Insured Person's Wrongful Act**; provided that this exclusion will not apply to:

   a. the Company's obligation to defend any **Claim**, if applicable, or to pay, advance or reimburse **Defense Expenses**, regarding a **Claim** seeking such benefits; or

   b. that portion of any damage, settlement or judgment covered as **Loss** under this **Policy** that represents a loss to any **Benefit Plan**, or loss to any account of a participant in any **Benefit Plan**, by reason of a change in value of any investments held by such **Benefit Plan** or such account, notwithstanding that such portion of any such damage, settlement or judgment has been characterized by plaintiffs, or held by a court of law, to be "benefits"; or

3. any amount allocated to non-covered loss pursuant to section V. CONDITIONS, R. ALLOCATION, of this **Policy**.

P. ***Policy*** means, collectively, the Declarations, the **Application**, this Designated Benefit Plan Fiduciary Liability Coverage, and any endorsements attached hereto.

Q. ***Policy Period*** means the period from the Inception Date to the Expiration Date set forth in ITEM 3 of the Declarations. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **Policy**.

R. ***Policy Year*** means:

1. the period of one year following the Inception Date set forth in ITEM 3 of the Declarations or any anniversary thereof; and

2. the time between the Inception Date set forth in ITEM 3 of the Declarations or any anniversary thereof and the effective date of cancellation or termination of this **Policy** if such time period is less than one year.

S. ***Pollutant*** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

T. ***Potential Claim*** means any **Wrongful Act** that may subsequently give rise to a **Claim**.

U. ***Related Wrongful Act*** means all **Wrongful Acts** that have as a common nexus, or are causally connected by reason of, any fact, circumstance, situation, event or decision.

V. ***Section 502(c) Penalties*** means civil penalties imposed on any **Insured** pursuant to Section 502(c) of the Employee Retirement Income Security Act of 1974, as amended.

W. ***Settlement Fees*** mean any fees, penalties or sanctions imposed by law under a **Settlement Program** that any **Insured** becomes legally obligated to pay as a result of a **Wrongful Act**. **Settlement Fees** will not include any costs or expenses other than such fees, penalties or sanctions.

X. ***Settlement Program*** means any voluntary compliance resolution program or similar voluntary settlement program, administered by the Internal Revenue Service or Department of Labor of the United States, including the Employee Plans Compliance Resolution System, the Self Correction Program, the Audit Closing Agreement Plan, the Delinquent Filer Voluntary Compliance program, and the Voluntary Fiduciary Correction program, entered into by a **Benefit Plan**.

Y. ***Settlement Program Notice*** means a prior written notice to the Company by the **Insured** of the **Insured's** intent to enter into a **Settlement Program**.

Z. ***Wrongful Act*** means:

1. any actual or alleged breach of fiduciary duty by or on behalf of the **Insured** with respect to any **Benefit Plan**, including:

   a. any actual or alleged breach of duties, obligations and responsibilities imposed by the Employee Retirement Income Security Act of 1974, as amended, COBRA, **HIPAA**, or by any similar or related federal, state, local, or foreign law or regulation, in the discharge of the **Insured's** duties with respect to a **Benefit Plan**; or

   b. any other matter claimed against an **Insured** solely because of the **Insured's** status as a fiduciary of a **Benefit Plan**; or

2. any actual or alleged negligent act, error or omission by or on behalf of the **Insured** in the **Administration** of a **Benefit Plan**.

All **Related Wrongful Acts** are a single **Wrongful Act** for purposes of this **Policy**, and all **Related Wrongful Acts** will be deemed to have occurred at the time the first of such **Related Wrongful Acts** occurred whether prior to or during the **Policy Period**.

III. EXCLUSIONS

A. EXCLUSIONS APPLICABLE TO ALL LOSS

1. The Company will not be liable for **Loss** for any **Claim** for any damage to, or destruction of, loss of, or loss of use of, any tangible property including damage to, destruction of, loss of, or loss of use of, tangible property that results from inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot.

2. The Company will not be liable for **Loss** for any **Claim** for any bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, or humiliation.

3. The Company will not be liable for **Loss** for any **Claim**:

   a. based upon or arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any **Pollutant**;

b. based upon or arising out of any request, demand, order, or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, any **Pollutant**, or

c. brought by or on behalf of any governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any **Pollutant**;

provided this exclusion will not apply to any **Claim** by or on behalf of a beneficiary of, or participant in, any **Benefit Plan** based upon, arising from or in consequence of the diminution in value of any securities owned by the **Benefit Plan** in any organization if such diminution in value is allegedly as a result of a **Pollutant**.

4. The Company will not be liable for **Loss** for any **Claim** for any liability of others assumed by an **Insured** under any contract or agreement, whether oral or written, other than a **Benefit Plan**, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement.

5. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under any law concerning Social Security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state or local law or regulation other than COBRA, **HIPAA** or the Employee Retirement Income Security Act of 1974, including amendments thereto and regulations promulgated thereunder or any similar common or statutory law.

6. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any fact, circumstance, situation, event or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative or regulatory proceeding against any **Insured** as of or prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Policy**.

7. The Company will not be liable for **Loss** for any **Claim** for any fact, circumstance, situation or event that is or reasonably would be regarded as the basis for a claim about which any **Benefit Plan Official** had knowledge prior to the applicable Continuity Date set forth in ITEM 5 of the Declarations for this **Policy**.

8. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any fact, circumstance, situation, event, or **Wrongful Act** which, before the Inception Date set forth in ITEM 3 of the Declarations, was the subject of any notice of claim or potential claim given by or on behalf of any **Insured** under any policy of insurance of which this **Policy** is a direct renewal or replacement or which it succeeds in time.

B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES

1. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** based upon or arising out of any **Insured**:

a. committing any intentionally dishonest or fraudulent act or omission;

b. committing any willful violation of any statute, rule, or law; or

c. gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled;

provided that this exclusion will not apply unless a final adjudication establishes that such **Insured** committed such intentionally dishonest or fraudulent act or omission, willful violation of any statute, rule or law, or gained such profit, remuneration or advantage to which such **Insured** was not legally entitled.

2. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** seeking costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or other equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to provide reasonable accommodation under, or otherwise comply with, the Americans With Disabilities Act or the Rehabilitation Act of 1973, including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.

3. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim**:

   a. based upon or arising out of the failure to collect from employers any contributions owed to a **Benefit Plan**, unless the failure is the result of a negligence by any **Insured**; or

   b. for the return of any contributions to any employer if such amounts are or could be chargeable to a **Benefit Plan**.

C. EXCLUSIONS APPLICABLE TO INSURING AGREEMENT B

The Company will pay no **Settlement Fees** or **Defense Expenses** with respect to any **Claim** or investigation in connection with a **Settlement Program**, of which any **Insured** first became aware or received notice prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Policy**.

IV. SEVERABILITY OF EXCLUSIONS

No conduct of any **Insured** will be imputed to any other **Insured** to determine the application of any of the exclusions set forth in section III. EXCLUSIONS above.

V. CONDITIONS

A. TERRITORY

This **Policy** applies to **Claims** made or **Wrongful Acts** occurring anywhere in the world, where legally permissible.

B. RETENTION

The **Insured** shall bear uninsured at its own risk the amount of any applicable Retention, which amount must be paid in satisfaction of **Loss**.

If any **Claim** gives rise to coverage under this **Policy**, the Company has no obligation to pay **Loss**, including **Defense Expenses**, until the applicable Retention amount set forth in ITEM 5 of the Declarations has been paid by the **Insured**.

If any **Claim** is subject to different Retentions under this **Policy**, the applicable Retentions will be applied separately to each part of such **Claim**, but the sum of such Retentions will not exceed the largest applicable Retention under this **Policy**.

The Company, at its sole discretion, may pay all or part of the Retention amount on behalf of any **Insured**, and in such event, the **Insureds** agree to repay the Company any amounts so paid.

However, none of the Retention amounts set forth in ITEM 5 of the Declarations will apply to:

1. **Settlement Fees** under section I. INSURING AGREEMENTS, B., of this **Policy**;

2. **502(c) Penalties**; or

3. civil penalties under the privacy provisions of **HIPAA**.

C. LIMIT OF LIABILITY

1. Limit of Liability

   Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, and further subject to any applicable **Annual Reinstatement of the Limit of Liability**, the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** under this **Policy** will not exceed the remaining Limit of Liability stated in ITEM 5 of the Declarations.

2. Settlement Program Limit of Liability

   The Company's maximum limit of liability for all **Settlement Fees** and **Defense Expenses** in connection with each **Settlement Program Notice** will not exceed the amount set forth in ITEM 5 of the Declarations as the Settlement Program Limit of Liability for each **Settlement Program Notice**, which amount is included within, and not in addition to, any applicable limit of liability. However, if ITEM 5 of the Declarations indicates that Additional Defense Coverage is applicable, **Defense Expenses** incurred in connection with a **Settlement Program Notice** will apply first to and reduce the remaining **Additional Defense Limit of Liability**; provided that the Settlement Program Limit of Liability will be reduced and may be exhausted by payment of such **Defense Expenses** under the **Additional Defense Limit of Liability**.

   Furthermore, in the event a **Claim** covered under Insuring Agreement A. and a **Settlement Program Notice** covered under Insuring Agreement B. arise from the same facts, circumstances, situations, or events, the Company's maximum limit of liability under Insuring Agreement B. for the **Settlement Program Notice** will not exceed the amount set forth in ITEM 5 of the Declarations as the Settlement Program Limit of Liability for each **Settlement Program Notice**, but such limit will apply only to all **Settlement Fees** in connection with such **Settlement Program Notice**. In such an event, **Defense Expenses** incurred in connection with the **Claim** and the **Settlement Program Notice** will be subject to the Limit of Liability for each **Claim** stated in ITEM 5 of the Declarations.

3. HIPAA Limit of Liability

   The Company's maximum limit of liability for all civil money penalties under the privacy provisions of **HIPAA** will not exceed the amount set forth in ITEM 5 of the Declarations as the HIPAA Limit of Liability, which amount is included within, and not in addition to, any applicable limit of liability.

4. 502(c) Penalties Limit of Liability

   The Company's maximum limit of liability for all **Section 502(c) Penalties** will not exceed the amount set forth in ITEM 5 of the Declarations as the Section 502(c) Penalties Limit of Liability, which amount is included within, and not in addition to, any applicable limit of liability.

5. Annual Reinstatement of the Limit of Liability

   Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 10 of the Declarations includes an **Annual Reinstatement of the Limit of Liability**:

   a. the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** made during each **Policy Year** will not exceed the remaining limit of liability stated in ITEM 5 of the Declarations; and

b. with regard to the Extended Reporting Period or the Run-Off Extended Reporting Period, if applicable, the Company's maximum limit of liability for all **Claims** made during the Extended Reporting Period or the Run-Off Extended Reporting Period will not exceed the remaining limit of liability for the last **Policy Year** in effect at the time of the termination or cancellation of this **Policy** or the **Change of Control**.

6. Other Provisions

Payment of **Defense Expenses** will reduce and may exhaust all applicable limits of liability. In the event the amount of **Loss** exceeds the portion of the applicable limit of liability remaining after prior payments of **Loss**, the Company's liability will not exceed the remaining amount of the applicable limit of liability. In no event will the Company be obligated to make any payment for **Loss**, including **Defense Expenses**, with regard to a **Claim** after the applicable limit of liability has been exhausted by payment or tender of payment of **Loss**.

If the limit of liability is exhausted by the payment of amounts covered under this **Policy**, the premium for this **Policy** will be fully earned, all obligations of the Company under this **Policy** will be completely fulfilled and exhausted, including any duty to defend, and the Company will have no further obligations of any kind or nature whatsoever under this **Policy**.

D. ADDITIONAL DEFENSE COVERAGE

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 5 of the Declarations indicates that this **Policy** includes Additional Defense Coverage, **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of any **Claim** made during the **Policy Period** under this **Policy** will apply first to and reduce the **Additional Defense Limit of Liability**. The **Additional Defense Limit of Liability** will be in addition to, and not part of, the Limit of Liability. The **Additional Defense Limit of Liability** is applicable to **Defense Expenses** only. If the **Annual Reinstatement of the Limit of Liability** is applicable, the **Additional Defense Limit of Liability** will be reinstated for each **Policy Year**.

Upon exhaustion of the **Additional Defense Limit of Liability**:

1. **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of a **Claim** are part of and not in addition to any applicable limit of liability; and

2. payment by the Company or the **Insured**, with the Company's consent, of **Defense Expenses** reduces any applicable limit of liability.

E. CLAIM DEFENSE

1. If Duty-to-Defend coverage is provided with respect to this **Policy** as indicated in ITEM 7 of the Declarations, the Company will have the right and duty to defend any **Claim** covered by this **Policy**, even if the allegations are groundless, false or fraudulent, including the right to select defense counsel with respect to such **Claim**; provided that the Company will not be obligated to defend or to continue to defend any **Claim** after the applicable limit of liability has been exhausted by payment of **Loss**.

2. If Reimbursement coverage is provided with respect to this **Policy** as indicated in ITEM 7 of the Declarations:

   a. the Company will have no duty to defend any **Claim** covered by this **Policy**. It will be the duty of the **Insured** to defend such **Claims**; and the Company will have the right to participate with the **Insured** in the investigation, defense and settlement, including the negotiation of a settlement of any **Claim** that appears reasonably likely to be covered in whole or in part by this **Policy** and the selection of appropriate defense counsel; and

b. upon written request, the Company will advance **Defense Expenses** with respect to such **Claim**. Such advanced payments by the Company will be repaid to the Company by the **Insureds** severally according to their respective interests in the event and to the extent that the **Insureds** are not entitled to payment of such **Defense Expenses** under this **Policy**. As a condition of any payment of **Defense Expenses** under this subsection, the Company may require a written undertaking on terms and conditions satisfactory to the Company guaranteeing the repayment of any **Defense Expenses** paid to or on behalf of any **Insured** if it is finally determined that any such **Claim** or portion of any **Claim** is not covered under this **Policy**.

3. The **Insured** agrees to cooperate with the Company and, upon the Company's request, assist in making settlements and in the defense of **Claims** and in enforcing rights of contribution or indemnity against any person or entity which may be liable to the **Insured** because of an act or omission insured under this **Policy**, will attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

F. INSURED'S DUTIES IN THE EVENT OF A CLAIM OR SETTLEMENT PROGRAM NOTICE

The **Insured's** duty to report a **Claim** commences on the earliest date a written notice thereof is received by a **Benefit Plan Official**. If a **Benefit Plan Official** becomes aware that a **Claim** has been made against any **Insured**, the **Insured**, as a condition precedent to any rights under this **Policy**, must give to the Company written notice of the particulars of such **Claim**, including all facts related to any alleged **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, and the dates of the alleged events, as soon as practicable. The **Insured** agrees to give the Company such information, assistance and cooperation as it may reasonably require.

All notices of **Claims** and **Settlement Program Notices** must be sent to the Company by email, facsimile, or mail as set forth in ITEM 4 of the Declarations and will be effective upon receipt. The **Insured** agrees not to voluntarily settle any **Claim** or enter into a **Settlement Program**, make any settlement offer, assume or admit any liability or, except at the **Insured's** own cost, voluntarily make any payment, pay or incur any **Defense Expenses** or **Settlement Fees**, or assume any obligation or incur any other expense, without the Company's prior written consent, such consent not to be unreasonably withheld. The Company is not liable for any settlement, **Defense Expenses**, **Settlement Fees**, assumed obligation or admission to which it has not consented.

G. NOTICE OF POTENTIAL CLAIMS

If an **Insured** first becomes aware of a **Potential Claim** during the **Policy Period**, and gives the Company written notice of the particulars of such **Potential Claim**, including all facts related to the **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, the dates of the alleged events, and the reasons for anticipating a **Claim**, as soon as practicable during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, any **Claim** subsequently made against any **Insured** arising out of such **Wrongful Act** will be deemed to have been made during the **Policy Period**.

All notices under this subsection must be sent to the Company by email, facsimile, or mail as set forth in ITEM 4 of the Declarations and will be effective upon receipt.

H. RELATED CLAIMS

All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be considered as a single **Claim** or **Potential Claim**, whichever is applicable, for purposes of this **Policy**. All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be deemed to have been made at the time the first of such **Claims** or **Potential Claims** for **Related Wrongful Acts** was made whether prior to or during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

I. SETTLEMENT

The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that the Company recommends an offer of settlement of any **Claim** which is acceptable to the claimant(s) (a "Settlement Offer"), and if the **Insured** refuses to consent to such Settlement Offer, the **Insured** will be solely responsible for 30% of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** will also be responsible for 30% of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Policy** for such **Claim** will not exceed the remaining applicable limit of liability.

J. MERGER OF PLANS

If, during the **Policy Period**, a **Benefit Plan** is merged with another **Benefit Plan**, this **Policy** will continue to provide coverage for both plans, subject to all other terms and conditions of this **Policy** and only for so long as this **Policy** remains in effect as to the **Insureds**.

If, during the **Policy Period**, a **Benefit Plan** ("Covered Plan") is merged with another benefit plan for which coverage is not provided under this **Policy** ("Uncovered Plan"), this **Policy** will continue to provide coverage for only the Covered Plan, subject to all other terms and conditions of this **Policy** and only for so long as this **Policy** remains in effect as to the **Insureds**, but only for **Claims** for **Wrongful Acts** which occurred prior to the date of such merger.

K. CHANGE OF CONTROL

If, during the **Policy Period**, a **Change of Control** occurs, coverage will continue in full force and effect with respect to **Claims** for **Wrongful Acts** committed before such event, but coverage will cease with respect to **Claims** for **Wrongful Acts** committed after such event. No coverage will be available hereunder for **Loss**, including **Defense Expenses**, for any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly any **Wrongful Act** committed or allegedly committed after such event. After any such event, the **Policy** may not be canceled by or on behalf of any **Insured** and the entire premium for the **Policy** will be deemed fully earned.

Upon the occurrence of any **Change of Control**, the **Insurance Representative** will have the right to give the Company notice that the **Insured** desires to purchase a Run-Off Extended Reporting Period for this **Policy** for the period set forth in ITEM 9 of the Declarations following the effective date of such **Change of Control**, regarding **Claims** made during such Run-Off Extended Reporting Period against persons or entities who at the effective date of the **Change of Control** are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to such **Change of Control** and which otherwise would be covered by this **Policy**, subject to the following provisions:

1. such Run-Off Extended Reporting Period will not provide new, additional or renewed limits of liability;

2. the Company's total liability for all **Claims** made during such Run-Off Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the **Change of Control**; and

3. for purposes of coverage under section I. INSURING AGREEMENTS, B., the Run-Off Extended Reporting Period will apply only to **Settlement Fees** and **Defense Expenses** incurred by the **Insured** in connection with any **Settlement Program Notice** as a result of the **Insured's** participation during the Run-Off Extended Reporting Period in a **Settlement Program**, but only if such participation commences during the Run-Off Extended Reporting Period and involves a **Benefit Plan's** actual or alleged inadvertent noncompliance with any statute, rule or regulation before the effective date of the **Change of Control**.

The premium due for the Run-Off Extended Reporting Period will equal the percentage set forth in ITEM 9 of the Declarations of the annualized premium of this **Policy**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Period** prior to the **Change of Control**. The entire premium for the Run-Off Extended Reporting Period will be deemed fully earned at the commencement of such Run-Off Extended Reporting Period.

The right to elect the Run-Off Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within thirty

(30) days of the **Change of Control**. In the event the Run-Off Extended Reporting Period is purchased, the option to purchase the Extended Reporting Period in section V. CONDITIONS M. EXTENDED REPORTING PERIOD of this **Policy** will terminate. In the event the Run-Off Extended Reporting Period is not purchased, the **Insured** will have the right to purchase the Extended Reporting Period under the terms of section V. CONDITIONS M. EXTENDED REPORTING PERIOD of this **Policy**.

L. TERMINATION OF PLAN

If before or during the **Policy Period** any **Benefit Plan** is terminated, this **Policy** will provide coverage for such plan, subject to all other terms, conditions and limitations of this **Policy** for so long as this **Policy** remains in effect as to the **Insureds**.

M. EXTENDED REPORTING PERIOD

At any time prior to or within 60 days after the effective date of termination or cancellation of this **Policy** for any reason other than nonpayment of premium, the **Insurance Representative** may give the Company written notice that the **Insured** desires to purchase an Extended Reporting Period for the period set forth in ITEM 8 of the Declarations following the effective date of such termination or cancellation, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the termination or cancellation and which otherwise would be covered by this **Policy**, subject to the following provisions:

1. such Extended Reporting Period will not provide a new, additional or renewed limit(s) of liability;
2. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the termination or cancellation; and
3. for purposes of coverage under section I. INSURING AGREEMENTS, B., the Extended Reporting Period will apply only to **Settlement Fees** and **Defense Expenses** incurred by the **Insured** in connection with any **Settlement Program Notice** as a result of the **Insured's** participation during the Extended Reporting Period in a **Settlement Program**, but only if such participation commences during the Extended Reporting Period and involves a **Benefit Plan's** actual or alleged inadvertent noncompliance with any statute, rule or regulation before the effective date of such termination or nonrenewal.

The premium due for the Extended Reporting Period will equal the percentage set forth in ITEM 8 of the Declarations of the annualized premium of this **Policy**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Year** prior to such termination or cancellation. The entire premium for the Extended Reporting Period will be deemed to have been fully earned at the commencement of such Extended Reporting Period.

The right to elect the Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 60 days of the effective date of the termination or cancellation.

N. SUBROGATION

In the event of payment under this **Policy**, the Company is subrogated to all of the **Insured's** rights of recovery against any person or organization to the extent of such payment and the **Insured** agrees to execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights.

O. RECOURSE

Unless such right is waived by an endorsement to this **Policy**, the Company will have the right of recourse pursuant to Section 410(b)(1) of the Employee Retirement Income Security Act of 1974, as amended, against any **Insured** that breaches a fiduciary obligation if this **Policy** is purchased using assets of the **Benefit Plan**.

P. RECOVERIES

All recoveries from third parties for payments made under this **Policy** will be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

1. first, to the Company to reimburse the Company for any Retention amount it has paid on behalf of any **Insured**;

2. second, to the **Insured** to reimburse the **Insured** for the amount it has paid which would have been paid hereunder but for the fact that it is in excess of the applicable limits of liability hereunder;

3. third, to the Company to reimburse the Company for the amount paid hereunder; and

4. fourth, to the **Insured** in satisfaction of any applicable Retention;

provided, recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit.

Q. SPOUSAL AND DOMESTIC PARTNER LIABILITY COVERAGE

This **Policy** will, subject to all of its terms, conditions, and limitations, be extended to apply to **Loss** resulting from a **Claim** made against a person who, at the time the **Claim** is made, is a lawful spouse or a person qualifying as a domestic partner under the provisions of any applicable federal, state or local law (a "Domestic Partner") of an **Insured Person**, but only if and so long as:

1. the **Claim** against such spouse or Domestic Partner results from a **Wrongful Act** actually or allegedly committed by the **Insured Person**, to whom the spouse is married, or who is joined with the Domestic Partner; and

2. such **Insured Person** and his or her spouse or Domestic Partner are represented by the same counsel in connection with such **Claim**.

No spouse or Domestic Partner of an **Insured Person** will, by reason of this subsection have any greater right to coverage under this **Policy** than the **Insured Person** to whom such spouse is married, or to whom such Domestic Partner is joined.

The Company has no obligation to make any payment for **Loss** in connection with any **Claim** against a spouse or Domestic Partner of an **Insured Person** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such spouse or Domestic Partner.

R. ALLOCATION

1. If Duty-to-Defend coverage is indicated in ITEM 7 of the Declarations and there is a **Claim** under this **Policy** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by this **Policy** and also loss that is not covered by this **Policy** because such **Claim** includes both covered and uncovered matters, then such covered **Loss** and uncovered loss will be allocated as follows:

   a. one hundred percent (100%) of **Defense Expenses** incurred by and on behalf of the **Insureds** who are afforded coverage for such **Claim** will be allocated to covered **Loss**; and

   b. all loss other than **Defense Expense** will be allocated between covered **Loss** and uncovered loss based upon the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of the **Claim** by the **Insureds** and others not insured under this **Policy**. In making such a determination, the **Insureds** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In the event that an allocation cannot be agreed to, then the Company will be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of this **Policy** and applicable law.

2. If Reimbursement coverage is indicated in ITEM 7 of the Declarations and there is a **Claim** under this **Policy** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by this **Policy** and also loss that is not covered by this **Policy** because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, the **Insureds** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In making such a determination, the parties will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of the **Claim** by the **Insureds** and others not insured under this **Policy**. In the event that an allocation cannot be agreed to, then the Company will be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of this **Policy** and applicable law.

S. CANCELLATION

The Company may cancel this **Policy** for failure to pay a premium when due, in which case twenty (20) days written notice will be given to the **Insurance Representative**, unless payment in full is received within twenty (20) days of the **Insurance Representative's** receipt of such notice of cancellation. The Company has the right to the premium amount for the portion of the **Policy Period** during which this **Policy** was in effect.

Subject to the provisions set forth in section III. CONDITIONS, K. CHANGE OF CONTROL, the **Insurance Representative** on behalf of the **Insured** may cancel this **Policy** by mailing the Company written notice stating when thereafter, but not later than the Expiration Date set forth in ITEM 3 of the Declarations, such cancellation will be effective. In the event the **Insurance Representative** cancels, the earned premium will be computed on a pro-rata basis. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

The Company will not be required to renew this **Policy** upon its expiration. If the Company elects not to renew, it will provide to the **Insurance Representative** written notice to that effect at least thirty (30) days before the Expiration Date set forth in ITEM 3 of the Declarations.

T. OTHER INSURANCE

This **Policy** will apply only as excess insurance over, and will not contribute with any other valid and collectible insurance available to the **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this **Policy** by reference in such other policy to the Policy Number of this **Policy**. This **Policy** will not be subject to the terms of any other insurance.

U. ACTION AGAINST THE COMPANY

No action will lie against the Company unless there has been full compliance with all of the terms of this **Policy**.

No person or organization has any right under this **Policy** to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor may the Company be impleaded by an **Insured** or said **Insured's** legal representative. Bankruptcy or insolvency of any **Insured** or an **Insured's** estate does not relieve the Company of any of its obligations hereunder.

V. CHANGES

Only the **Insurance Representative** is authorized to make changes in the terms of this **Policy** and solely with the Company's prior written consent. This **Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Policy**. Notice to any representative of the **Insured** o r knowledge possessed by any agent or by any other person will not effect a waiver or change to any part of this **Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Policy** issued by the Company.

W. ASSIGNMENT

This **Policy** may not be assigned or transferred, and any such attempted assignment or transfer is void and without effect unless the Company has provided its prior written consent to such assignment or transfer.

X. REPRESENTATIONS

By acceptance of the terms set forth in this **Policy**, each **Insured** represents and agrees that the statements contained in the **Application**, which is deemed to be attached hereto, incorporated herein, and forming a part hereof, are said **Insured's** agreements and representations, that such representations are material to the Company's acceptance of this risk, that this **Policy** is issued in reliance upon the truth of such representations, and embodies all agreements existing between said **Insured** and the Company or any of its agents.

If any statement or representation in the **Application** is untrue, this **Policy** is void and of no effect whatsoever, but only with respect to:

1. any **Insured Person** who knew, as of the Inception Date set forth in ITEM 3 of the Declarations, that the statement or representation was untrue;

2. any **Benefit Plan**, with respect to its indemnification coverage, to the extent it indemnifies any **Insured Person** referenced in 1. above; and

3. any **Benefit Plan**, if the person who signed the **Application** knew that the statement or representation was untrue.

Whether an **Insured Person** had such knowledge will be determined without regard to whether the **Insured Person** actually knew the **Application**, or any other application completed for this **Policy**, contained any such untrue statement or representation.

Y. LIBERALIZATION

If, during the **Policy Period**, the Company is required, by law or by insurance supervisory authorities of the state in which this **Policy** was issued, to make any changes in the form of this **Policy**, by which the insurance afforded by this **Policy** could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance will inure to the benefit of the **Insured** as of the date the revision or change is approved for general use by the applicable department of insurance.

Z. AUTHORIZATION

By acceptance of the terms herein, the **Insurance Representative** agrees to act on behalf of all **Insureds** with respect to the payment of premiums, the receiving of any return premiums that may become due hereunder, and the receiving of notices of cancellation, nonrenewal, or change of coverage, and the **Insureds** each agree that they have, individually and collectively, delegated such authority exclusively to the **Insurance Representative**; provided, that nothing herein will relieve the **Insureds** from giving any notice to the Company that is required under this **Policy**.

AA. ENTIRE AGREEMENT

This **Policy**, including the Declarations, the **Application**, and any endorsements attached hereto, constitutes the entire agreement between the Company and the **Insured**.

BB. HEADINGS

The titles of the various paragraphs of this Policy and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATION OF INSURANCE REPRESENTATIVE ENDORSEMENT

This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability Coverage

It is agreed that:

For all relevant purposes under the **Policy**, the **Insurance Representative** is CHRISTINA COYLE.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America

Policy Number: 106082905

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL PLAN ENDORSEMENT

This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability Coverage

It is agreed that:

1. The following replaces section ***II. DEFINITIONS***, **I. *Claim***:

   I. ***Claim*** means:

   1. a written demand for monetary damages or non-monetary relief;
   2. a civil proceeding commenced by service of a complaint or similar pleading;
   3. a criminal proceeding commenced by filing of charges;
   4. a formal administrative or regulatory proceeding commenced by filing of a notice of charges, formal investigative order, service of summons or similar document;
   5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
   6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding;

   against an **Insured** for a **Wrongful Act**.

   A **Claim** will be deemed to have been made when such **Claim** is first commenced as set forth in this definition or, in the case of a written demand, when such written demand is first received by an **Insured.**

2. The following is added to section ***III. EXCLUSIONS***, **A. EXCLUSIONS APPLICABLE TO ALL LOSS**:

   The Company will not be liable for **Loss** for any **Claim** based upon or arising out of:

   a. any investment in debt obligations of the state set forth in ITEM 1 of the Declarations, or in debt obligations of any political or governmental agency in such state; or

   b. the inadequate funding of the **Benefit Plan**.

3. Section ***V. CONDITIONS***, **O. RECOURSE**, is deleted.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America
Policy Number: 106082905

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GLOBAL COVERAGE COMPLIANCE ENDORSEMENT

This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability Coverage

It is agreed that:

1. The following is added to section **V. CONDITIONS**:

   SANCTIONS

   This **Policy** will provide coverage, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition, or restriction.

2. The following replaces section **V. CONDITIONS**, **A. TERRITORY**:

   A. TERRITORY AND VALUATION

   1. This **Policy** applies anywhere in the world; provided, this **Policy** does not apply to **Loss** incurred by an **Insured** residing or domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.

   2. All premiums, Limits of Liability, Retention, **Loss**, and other amounts under this **Policy** are expressed and payable in the currency of the United States. If a judgment is rendered, settlement is denominated, or another element of **Loss** under this **Policy** is stated in a currency other than United States dollars, payment under this **Policy** will be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon, or any other element of **Loss** is due, respectively.

3. The following is added to section **V. CONDITIONS**, **E. CLAIM DEFENSE**:

   In the event of a **Claim** against an **Insured** that resides or is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance and if Duty-to-Defend coverage is provided with respect to this **Policy** as indicated in ITEM 7 of the Declarations, the Company will have the right and duty to defend such **Claim** as set forth in this section V. CONDITIONS, E. CLAIM DEFENSE, 1. to the extent that doing so would not violate the laws or regulations of such country or jurisdiction.

   If the Company is prohibited from defending such **Claim** or if Reimbursement coverage is provided with respect to this **Policy** as indicated in ITEM 7 of the Declarations, then this section V. CONDITIONS, E. CLAIM DEFENSE, 2. applies to such **Claim**; provided, any such **Claim** is subject to section V. CONDITIONS, R. ALLOCATION, 2.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106082905**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES ENDORSEMENT

This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability Coverage

It is agreed that:

1. The following replaces section **II. DEFINITIONS**, **J. Defense Expenses**:

   J. ***Defense Expenses*** means reasonable and necessary legal fees and expenses incurred by the Company or the **Insured**, with the Company's consent, in the investigation, defense, settlement and appeal of a **Claim**, including cost of expert consultants and witnesses, premiums for appeal, injunction, attachment or supersedeas bonds (without the obligation to furnish such bonds) regarding such **Claim**; provided that **Defense Expenses** will not include the salaries, wages, benefits or overhead of, or paid to, any **Insured** or the Company or to any employee of the **Insured** or the Company.

2. The following are added to section **II. DEFINITIONS**, **O. Loss**:

   Loss also does not include salaries, wages, benefits, or overhead of any employee of the Company.

   For **Claims** brought in the state of Illinois, punitive or exemplary damages are covered only in cases involving the **Insured's** vicarious liability.

3. The following replaces section **II. DEFINITIONS**, **S. Pollutant**:

   S. ***Pollutant*** means any actual, alleged, or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal, or disposal of any smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, waste materials (including materials which are intended to be or have been recycled, reconditioned, or reclaimed) or other irritants, pollutants, or contaminants (collectively "Toxins"); or any regulation, order, direction, or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize any such Toxins, or any action taken in contemplation or anticipation of any such regulation, order, direction, or request.

   Pollutant does not include any actual or alleged or threatened exposure to heat, smoke, or fumes from an uncontrollable fire or fire which breaks out from where it was intended to be.

4. The following replaces the third paragraph of section **V. CONDITIONS**, **K. CHANGE OF CONTROL**:

   The premium due for the Run-Off Extended Reporting Period will equal the percentage set forth in ITEM 9 of the Declarations of the annualized premium of this **Policy**. The entire premium for the Run-Off Extended Reporting Period will be deemed fully earned at the commencement of such Run-Off Extended Reporting Period. Once purchased, the Run-Off Extended Reporting Period cannot be cancelled. However, the Company will retain the right to collect any remaining premium due from the **Policy Period** prior to the **Change of Control** after the Run-Off Extended Reporting Period has been purchased.

5. The following replaces section **V. CONDITIONS**, **M. EXTENDED REPORTING PERIOD**:

   M. EXTENDED REPORTING PERIOD

   At any time prior to or within 30 days after the effective date of termination or cancellation of this **Policy** for any reason, the **Insurance Representative** may give the Company written notice that the **Insured** desires to purchase an Extended Reporting Period for the period set forth in ITEM 8 of the Declarations following the effective date of such termination or cancellation, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the termination or cancellation and which otherwise would be covered by this **Policy**, subject to the following provisions:

   1. such Extended Reporting Period will not provide a new, additional or renewed limit(s) of liability;

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106082905**

2. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the termination or cancellation; and
3. for purposes of coverage under section I. INSURING AGREEMENTS, B., the Extended Reporting Period will apply only to **Settlement Fees** and **Defense Expenses** incurred by the **Insured** in connection with any **Settlement Program Notice** as a result of the **Insured's** participation during the Extended Reporting Period in a **Settlement Program**, but only if such participation commences during the Extended Reporting Period and involves a **Benefit Plan's** actual or alleged inadvertent noncompliance with any statute, rule or regulation before the effective date of such termination or nonrenewal.

The premium due for the Extended Reporting Period will equal the percentage set forth in ITEM 8 of the Declarations of the annualized premium of this **Policy**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Year** prior to such termination or cancellation. The entire premium for the Extended Reporting Period will be deemed to have been fully earned at the commencement of such Extended Reporting Period. Once purchased, the Extended Reporting Period cannot be cancelled.

The right to elect the Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 30 days of the effective date of the termination or cancellation. The minimum Extended Reporting Period is 12 months.

6. The following replaces section **V. CONDITIONS**, **Q. SPOUSAL AND DOMESTIC PARTNER LIABILITY COVERAGE**:

Q. SPOUSAL, CIVIL UNION, AND DOMESTIC PARTNER LIABILITY COVERAGE

This **Policy** will, subject to all of its terms, conditions, and limitations, be extended to apply to **Loss** resulting from a **Claim** made against a person who, at the time the **Claim** is made, is a lawful spouse or a person qualifying as a domestic partner under the provisions of any applicable federal, state or local law (a "Domestic Partner") of, or a party to a civil union with, an **Insured Person**, but only if and so long as:

1. the **Claim** against such spouse, party to a civil union, or Domestic Partner results from a **Wrongful Act** actually or allegedly committed by the **Insured Person**, to whom the spouse is married, or who is joined with the party to a civil union or Domestic Partner; and
2. such **Insured Person** and his or her spouse, party to a civil union, or Domestic Partner are represented by the same counsel in connection with such **Claim**.

No spouse, party to a civil union, or Domestic Partner of an **Insured Person** will, by reason of this subsection have any greater right to coverage under this **Policy** than the **Insured Person** to whom such spouse is married, or to whom such party to a civil union or Domestic Partner is joined.

The Company has no obligation to make any payment for **Loss** in connection with any **Claim** against a spouse, party to a civil union, or Domestic Partner of an **Insured Person** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such spouse, party to a civil union, or Domestic Partner.

7. The following replaces section **V. CONDITIONS**, **S. CANCELLATION**:

S. CANCELLATION

The Company may cancel this **Policy** for failure to pay a premium when due, in which case written notice will be given to the **Insurance Representative** at least 20 days before the effective date of such cancellation, unless payment in full is received within 20 days of the **Insurance Representative's** receipt of such notice of cancellation. The Company will have the right to the premium amount for the portion of the **Policy Period** during which this **Policy** was in effect.

Subject to the provisions set forth in section V. CONDITIONS, K. CHANGE OF CONTROL, the **Insurance Representative** on behalf of the **Insureds** may cancel this **Policy** by mailing the Company written notice stating when thereafter, but not later than the Expiration Date set forth in ITEM 3 of the Declarations, such cancellation will be effective. In the event the **Insurance Representative** on behalf of the **Insureds** cancels, the earned premium will be computed on a pro-rata basis. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

The Company will not be required to renew this **Policy** upon its expiration. If the Company elects not to renew, it will provide to the **Insurance Representative** written notice, with an exact copy to the agent or broker of record, to that effect 60 days before the Expiration Date set forth in ITEM 3 of the Declarations. The Company will mail cancellation and nonrenewal notices to the last address known to the Company.

8. The following replaces section **V. CONDITIONS**, **T. OTHER INSURANCE**:

   This **Policy** will share proportionately with any other valid and collectible insurance available to the **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this **Policy** by reference in such other policy to the Policy Number of this **Policy**. This **Policy** will not be subject to the terms of any other insurance.

9. The following replaces section **V. CONDITIONS**, **X. REPRESENTATIONS**:

   X. REPRESENTATIONS

   By acceptance of the terms set forth in this **Policy**, each **Insured** represents and agrees that the statements contained in the **Application**, which is deemed to be attached hereto, incorporated herein, and forming a part hereof, are said **Insured's** agreements and representations, that such representations are material to the Company's acceptance of this risk, that this **Policy** is issued in reliance upon the truth of such representations, and embodies all agreements existing between said **Insured** and the Company or any of its agents.

   If any statement or representation in the **Application** is untrue, the Company will not be liable for **Loss** for any **Claim** based upon or arising out of the information that was not truthfully disclosed in the **Application**, but only with respect to the following **Insureds**:

   1. any **Insured Person** who knew, as of the Inception Date set forth in ITEM 3 of the Declarations, that the statement or representation was untrue;
   2. any **Benefit Plan**, with respect to its indemnification coverage, to the extent it indemnifies any **Insured Person** referenced in 1. above; and
   3. any **Benefit Plan**, if the person who signed the **Application** knew that the statement or representation was untrue.

   Whether an **Insured Person** had such knowledge will be determined without regard to whether the **Insured Person** actually knew the **Application**, or any other application completed for this **Policy**, contained any such untrue statement or representation.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THE ROCKWOOD COMPANY
20 North Wacker Drive | Suite 960
Chicago, Illinois 60606

Producer
Daniel J. Berman
312 621-2334

---------- I N V O I C E ----------

Village of Glen Ellyn Police Pension
535 Duane Street
Glen Ellyn, IL 60137

Invoice Date 04/01/20
Invoice No. 102399
Bill-To Code VILLGLEN
Client Code VILLGLEN
Inv Order No. 1*84720
Amount Due: $4,940.00
Amount Remitted: $

Named Insured: Village of Glen Ellyn Police Pens
Policy No. 106082905
Please return this portion with your payment

Make checks payable to: The Rockwood Company

Effective Date	Policy Period	Coverage Description	Transaction Amount
05/01/20	05/01/20 to 05/01/21	Travelers Cas & Surety Co of America Policy No. 106082905 Renewal - Comm Fiduciary	4,940.00
		Invoice Number: 102399 Amount Due:	4,940.00

***Payment Due Upon Receipt**

SMP1 Page: 1 ORIGINAL INVOICE