

## TOLLING AGREEMENT

This Agreement (“Agreement”) is made and entered into as of August 13, 2015, by and between Illinois Metropolitan Investment Fund (“IMET”), on the one hand, and the Village of Lombard (“Participant”) on the other hand.

Participant believes they may have certain claims (the “Claims”) against IMET relating to IMET’s Convenience Fund’s investments from May 16, 2013 through August 28, 2014 through Pennant Management, Inc. in a certain repurchase agreement where First Farmers Financial, LLC (“First Farmers”) was the seller and which investments were purportedly collateralized by loans guaranteed by the United States Department of Agriculture (“USDA”), and IMET believes it has certain defenses (the “Defenses”) to such Claims. However, neither Participant nor IMET wish to assert the Claims or Defenses at this time, and to defer, on the terms set forth herein, the consideration or pursuit of the Claims and Defenses *inter se*. Therefore, in consideration of the mutual promises stated in this Agreement, Participant and IMET (collectively, the “Parties” and individually a “Party”) agree as follows:

1. Unless and until this Tolling Agreement is terminated or otherwise terminates pursuant to its terms, none of the Parties shall assert any of the Claims or Defenses against the other.

2. The period between the date of this Agreement and the Termination Date, as defined below in paragraph (6), shall not be included in determining the applicability of any statute of limitations, statute of repose, laches defense, rescission right, or any other right or defense based on the passage of time in any action or proceeding, or demand (whether pursuant to a filed complaint or otherwise) brought by or on behalf of Participant against IMET seeking relief based on the Claims and Defenses.

3. Nothing in this Agreement shall be deemed to revive any of the Claims and Defenses that are or were already barred on the date of this Agreement. Nothing in this Agreement, or in the circumstances which gave rise to this Agreement, shall be construed as an acknowledgment by any Party that any of the Claims and Defenses has or has not been barred, or is about to be barred, by the statute of limitations, laches or other defense based on the lapse of time.

4. Except as expressly provided herein, nothing contained herein shall constitute a waiver of any Claims, demands, causes of action, positions, rights, remedies and/or Defenses, in law and in equity, of any of the Parties. The sole purpose of this Agreement is to implement the tolling described in Paragraph 2 above. Further, nothing in this Agreement will be deemed to (a) create an affirmative obligation on behalf of any Party to take any action to recover any proceeds of the fraud or (b) preclude any Party from seeking, obtaining, or reviewing any other document or communication that it has a right to seek, obtain, or review.

5. This Agreement shall not operate as an admission of liability by any Party and IMET specifically denies that it engaged in any wrongdoing or is subject to any liability. Neither this Agreement, nor any action taken pursuant to this Agreement, shall be offered or received in evidence in any action or proceeding as an admission of liability or wrongdoing by any Party.

6. Any Party may terminate this Agreement on thirty (30) days written notice (the "30 Day Notice"), and may otherwise provide any notices required or elected hereunder, by causing such notice to be sent by messenger, fax or PDF e-mail to the Parties' respective counsel at the following addresses:

To IMET Parties:       Randall M. Lending  
                                  Vedder Price P.C.  
                                  222 N. LaSalle Street, Suite 2600  
                                  Chicago, IL 60601  
                                  (312) 609-7564 (tel)  
                                  (312) 609-5005 (fax)  
                                  [rlending@vedderprice.com](mailto:rlending@vedderprice.com)

To Participant:         Tim Sexton  
                                  Director of Finance  
                                  Village of Lombard  
                                  255 E Wilson Ave. Lombard, IL 60148  
                                  Phone: (630) 620-5902  
                                  Fax: (630) 620-8222  
                                  [tims@villageoflombard.org](mailto:tims@villageoflombard.org)

Any Party may change the address at which it should be given notice by giving written notice of such change of address to the other Party's counsel.

7. If not earlier terminated as set forth herein, this Agreement shall terminate on June 30, 2016.

8. This Agreement comprises the entire agreement of the Parties with respect to the tolling of any and all time-related defenses or claims and it supersedes any prior agreements or understanding by or between the Parties concerning those matters. There are no agreements, covenants, conditions, or limitations of this Agreement that are not expressly stated herein. This Agreement may be modified, amended, or supplemented only by a written instrument signed by all of the Parties.

9. Each undersigned Party represents, warrants, and states that all legal action necessary for the effectuation and execution of this Agreement has been validly taken and that the individuals whose signatures appear below on behalf of each party are duly authorized to execute this Agreement on behalf of their respective Parties.

10. The Parties hereto agree that the mutual promises contained herein constitute good and valuable consideration, receipt of which is acknowledged.

11. This Agreement shall be interpreted in accordance with the substantive law of the State of Illinois, without application of choice of law rules. This paragraph shall apply only to disputes arising out of this Tolling Agreement and shall not be construed to modify any choice of

law provision or analysis otherwise applicable in any other dispute between the parties to this Tolling Agreement, and each party reserves the right to assert that other state or federal law may apply to such other potential disputes.

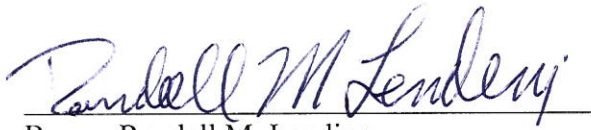
12. This Agreement shall take effect as to each Party upon a Party's respective signature to this Agreement as reflected below.

13. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

14. Except as may be required by law, the Parties agree to keep this Agreement confidential and to not to disclose the existence of this Agreement to any third person or make any public comment about the existence of this Agreement. Nothing herein shall preclude the Trustees or staffs of the Parties from discussing and/or approving this Agreement at public meetings or in executive sessions or otherwise in furtherance of their duties. Nothing herein shall preclude IMET from disclosing this tolling agreement to its insurance carrier(s), its accountants or as otherwise may be required by law.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE FOLLOWS]**

**Illinois Metropolitan Investment Fund**



By: Randall M. Lending  
One of its Attorneys

Dated: August 13, 2015, 2015

**Participant**

\_\_\_\_\_  
By: Keith Giagnorio  
President, Village of Lombard

Dated: \_\_\_\_\_, 2015