

VILLAGE OF DOWNERS GROVE
Report for the Village
7/10/2018

SUBJECT:	SUBMITTED BY:
Investment Agreements	Judy Buttny Finance Director

SYNOPSIS

Resolutions have been prepared to enter into agreements with PNC Bank and PFM Asset Management LLC to invest Village funds pursuant to the provisions of the Cash Management and Investment Policy.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Steward of Financial, Environmental and Neighborhood Sustainability*.

FISCAL IMPACT

By expanding the financial institutions with additional investment opportunities and also those that can bid on investments, the Village will be able to maximize its interest income. While yields are relatively modest today, there are still variations in secure approved financial instruments that are carried by various institutions. This may allow the Village to take advantage of those variations in yield in the future.

RECOMMENDATION

Approval on the July 10, 2018 consent agenda.

BACKGROUND

Per the Cash Management and Investment Policy the Village is to maintain a list of qualified and approved financial institutions authorized to provide investment services. All financial institutions and broker/dealers who desire to perform investment services for the Village must supply the Village with financial information and references.

PNC is a bank, and PFM offers a money market fund. Both have provided references and all have provided documentation that they will abide by our investment policies and provide appropriate collateralization. After these actions, there will be 12 certified institutions.

Current Members of the Village of Downers Grove Investment Group:

- PMA
- Illinois Funds
- Harris Bank
- Wintrust – Community Bank of Downers Grove
- US Bank
- Fifth Third Bank
- Associated Bank
- MB Financial Bank
- First Empire Securities

- Raymond James

New Members of the Village of Downers Grove Investment Group:

- PNC Bank
- PFM Asset Management LLC

ATTACHMENTS

Resolutions

Contract Documents

RESOLUTION NO. _____**A RESOLUTION APPROVING THE DECLARATION OF TRUST OF THE ILLINOIS TRUST (FORMERLY KNOWN AS THE ILLINOIS INSTITUTIONAL INVESTORS TRUST) AND AUTHORIZING THE EXECUTION THEREOF, AND AUTHORIZING CERTAIN OFFICIALS TO ACT ON BEHALF OF THE VILLAGE OF DOWNERS GROVE**

WHEREAS, the Village Council (the "Governing Board") of the Village of Downers Grove (the "Agency") has been presented with and reviewed the Declaration of Trust dated October 18, 2002 (the "Declaration of Trust"); and

WHEREAS, the Declaration of Trust creates a common law trust (the "Trust") to provide an instrumentality and agency through which public agencies organized under the laws of the State of Illinois may jointly act, agree, and cooperate in accordance with the laws of the State of Illinois in the performance of their responsibilities to invest available funds so as to enhance their investment opportunities pursuant to an investment program conducted in accordance with the laws of the State of Illinois, from time to time in effect, governing the investment of the funds of public agencies; and

WHEREAS, this Governing Board of the Agency has also been presented with and reviewed the appropriate Information Statement providing detailed information about the investment objectives, organization, structure, and operation of the Trust and its investment opportunities; and

WHEREAS the Agency is a public agency and unit of local government within the meaning of Section 10 of Article VII of the 1970 Constitution of the State of Illinois (the "Illinois Constitution"), the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and the Public Funds Investment Act, 30 ILCS 235/0.01, et seq., and is authorized to enter into intergovernmental agreements, including the Declaration of Trust, pursuant to, inter alia, the provisions of Section 10, Article VII of the Illinois Constitution, the Intergovernmental Cooperation Act, and the Public Funds Investment Act; and

WHEREAS, the Agency does hereby find that by entering into the Declaration of Trust and becoming a Participant (as such term is defined in Section 1.4 of the Declaration of Trust) in the Trust, it shall be better able to perform its responsibility to invest its funds in accordance with the laws of the State of Illinois; and

WHEREAS, the Agency does hereby find and declare that it is in the best interest of the residents of the Agency that the Agency enter into the Declaration of Trust, become a Participant of the Trust, and use the Trust's services from time to time at the discretion of the Treasurer [and/or other authorized official];

NOW THEREFORE BE IT RESOLVED by the Governing Board of the Agency, DuPage County, Illinois, as follows:

Section 1. The facts and statements contained in the preamble to this Resolution are hereby found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. The terms and conditions of the Declaration of Trust are hereby approved, and the Agency is hereby authorized to become a Participant in the Trust. The person listed below is authorized to execute said Declaration of Trust and enter into the Intergovernmental Agreement, and said person is duly authorized present incumbents of said offices; and actual samples of the respective signature is listed below:

Martin T. Tully, Mayor

Signature

Section 3. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

Section 4. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest:

Village Clerk



Illinois Trust
Illinois Portfolio - IIT Class
Individual Account Investment Advisory Agreement

Note: You (the “Participant”) must be an Investor in the Illinois Portfolio – IIT Class of the Illinois Trust (the “Trust”) in order to open this account (the “Individual Account”) with PFM Asset Management LLC (“Advisor”) for investment advisory services in connection with individually-owned fixed income securities (“Securities”).

1. Participant Information

 Name as it appears on your Trust account

 Trust Account (to be used for Securities Transactions)

 Address

 Participant E.I.N.

 City State Zip

 Telephone Number

 Email Address

2. Authorized Personnel of Participant for this Agreement (any one of the following persons is authorized to act on behalf of Participant under this Agreement)

 Name

 Title

 Name

 Title

 Name

 Title

3. Permitted Investments (to be listed by Participant)

Please designate on the table below those investments permitted under applicable laws, Participant's investment policies and bond covenants (if applicable). Advisor will rely exclusively on the information supplied by Participant to determine Permitted Investments, and Participant agrees promptly to correct any information which becomes inaccurate and promptly to provide such corrected information to Advisor.

Permitted Investments:	Credit Rating Requirements, if any	Maturity or asset concentration limits, if any
<input type="checkbox"/> Federal Agency discount notes	_____	_____
<input type="checkbox"/> Federal Agency debt (other)	_____	_____
<input type="checkbox"/> Treasury Bills	_____	_____
<input type="checkbox"/> Treasury Notes and Bonds	_____	_____
<input type="checkbox"/> Bankers' acceptances	_____	_____
<input type="checkbox"/> Certificates of Deposit	_____	_____
<input type="checkbox"/> Corporate commercial paper	_____	_____
<input type="checkbox"/> Corporate debt	_____	_____
<input type="checkbox"/> Other	_____	_____

4. Terms and Conditions

- A. Engagement of Advisor; Advisor's Duties. The undersigned Participant hereby engages Advisor to provide non-discretionary investment advisory services to Participant under the terms of this Agreement. At the request of Participant, Advisor will timely advise Participant of Permitted Investments (as listed by Participant in Section 3, above) available to satisfy Participant's investment requirements.
- B. Approval by Participant. Advisor agrees that all Securities acquired for Participant's Individual Account shall be: (i) approved in advance of purchase or sale by an authorized representative of Participant identified in Section 2 above; (ii) purchased or sold directly from or to primary dealers in the relevant Securities or from the issuers of such Securities or, except in the case of the purchase or sale of a Certificate of Deposit ("CD"), through such brokers as Participant may approve in advance; and (iii) Securities which are permitted investments for Participant as specified in Section 3, above.
- C. Purchases and Sales. Except as provided below, all purchases and sales of Securities will be delivery versus payment. Participant authorizes U.S. Bank National Association or its successor as custodian of the Trust ("Custodian") to establish the

Individual Account in Participant's name for receipt of funds to purchase Securities and for the custody of Securities for the benefit of Participant. Advisor agrees to pay all fees of Custodian with respect to the Individual Account. Participant authorizes Advisor to give instructions to the Custodian with respect to deliveries of and payment for Securities. All amounts required for the purchase or resulting from sale (or maturity) of Securities and interest received in cash shall be charged or credited to Participant's Trust Account designated in Section 1, above ("Trust Account"), as appropriate. Advisor shall not take possession of cash or securities and shall have no responsibility in connection therewith.

Notwithstanding the foregoing, each CD will be issued by the financial institution in book-entry form and the book-entry registration shall be maintained by the financial institution. A safekeeping receipt or copy of the CD will be provided by the financial institution to Advisor and will be provided to Participant by Advisor upon request. Participant authorizes Advisor, in its capacity as transfer agent of the Trust, to redeem shares in Participant's Trust Account, and Participant authorizes the Custodian to wire cash from Participant's Trust Account to financial institutions that will issue CDs being purchased by Participant.

- D. Advisory Fee; Expenses. Participant agrees to pay to Advisor a management fee not greater than 0.25% per annum of the cost of Securities in Participant's Individual Account. Participant authorizes Advisor, in its capacity as transfer agent of the Fund, to redeem shares in Participant's Trust Account for payment of the management fee to Advisor using the method selected below:

- The entire management fee will be deducted from Participant's Trust Account upon settlement of Securities (refundable pro rata in the event of early termination of the investment in the Security or termination of this Agreement).
- The monthly amount of the management fee (calculated with respect to the number of months between the date of purchase and the maturity) will be deducted from Participant's Trust Account after the close of each month (accelerated, in the event of early termination, to the date of termination of the investment in the Security or termination of this Agreement).

If sufficient funds are not available in Participant's Trust Account, Participant agrees to compensate Advisor from other sources within 30 calendar days of receiving an invoice. Participant shall be responsible for the payment of all of its expenses with regard to Securities acquired for or sold from its Individual Account, including, without limitation, taxes, commissions, brokerage and transaction fees and insurance, except that Advisor is responsible for all fees of Custodian and brokerage fees associated with CDs with respect to the Individual Account.

- E. Non-Exclusivity. Participant has no obligation to purchase any Security recommended by Advisor. Participant acknowledges and agrees that Advisor serves as investment advisor to numerous individual investors and pooled investment funds

and that such other engagements of Advisor do not constitute a conflict of interest in regard to Participant.

- F. Termination. This Agreement may be terminated by Participant or Advisor at any time, without cause, by notice in writing, stating the effective date of termination, transmitted by first class mail or recognized courier service. This Agreement will terminate automatically and without notice in the event that Advisor shall cease to be the investment advisor for the Trust or in the event that Participant shall withdraw as an Investor of the Trust. Notwithstanding the foregoing, termination shall not relieve Participant of its obligation to pay any fee which shall have become payable to Advisor. Advisor, upon the effective date of termination of this Agreement, shall direct Custodian to effect the transfer of all securities in the Individual Account to Participant.
- G. Status of Advisor. Advisor is an investment advisor, registered with the Securities and Exchange Commission ("SEC") under the Investment Advisers Act of 1940. Advisor agrees that it will not deal with itself or with any other affiliated company or individual in making purchases or sales of securities pursuant to this engagement and will have no interest in the purchase or sale of Securities except as described in this Agreement. Advisor agrees to perform its duties and responsibilities under this Agreement with reasonable care. The federal securities laws impose liabilities under certain circumstances on persons who are required to act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights which Participant or Advisor may have under federal securities laws. Participant hereby authorizes Advisor to sign I.R.S. Form W-9 on behalf of Participant and to deliver such form to broker-dealers or others from time to time as required in connection with Securities transactions pursuant to this Agreement.
- H. Advisor's Disclosure Statement. Participant acknowledges that Advisor has furnished to Participant prior to Participant's execution of this Agreement, a copy of Part 2A (brochure) Advisor's Form ADV as filed with the SEC and a copy of Advisor's Form ADV, Part 2B (brochure supplement).
- I. Reports. Advisor will provide Participant with a monthly statement showing purchases and sales (or maturities) of Securities, earnings received, funds transfers and the value of assets held on the last business day of the month for assets held in the Individual Account.
- J. Purchase of Certificates of Deposit. Participant acknowledges that in recommending the purchase of a CD from a particular financial institution, Advisor will rely substantially on the availability to Participant of insurance provided by the Federal Deposit Insurance Corporation ("FDIC"). Deposits, including CDs, in amounts above the FDIC insurance limit are not insured. All amounts deposited by a depositor, including amounts deposited directly, through brokers or through other means, including CDs, in a single financial institution will be combined by the FDIC in determining whether such depositor is within the insurance coverage as to that institution. Advisor will assume, unless Participant informs Advisor to the contrary, that Participant is entitled to the maximum applicable FDIC insurance in any particular FDIC insured financial institution. It is Participant's sole responsibility to

assure that deposits made by Participant in an insured institution outside of this Agreement do not cause the CDs purchased for the account of Participant in such institution to exceed the FDIC insurance limit. Advisor will not monitor deposits made by Participant outside this Agreement, and Advisor has no responsibility therefor. The financial institutions that participate are generally small in size and are not rated by national credit rating organizations. The CDs will not be collateralized. CDs purchased by Participant hereunder are generally not negotiable and not liquid. Substantial penalties may apply if Participant wishes to make an early withdrawal.

- K. No Liability of the Trust. The Trust does not issue or insure the Securities nor does it guarantee the payment of principal of or interest on the Securities. The Trust is not acting as a broker-dealer or an investment advisor with respect to the Securities. Participant's investment advisory relationship under this Agreement is with Advisor. The Trust assumes no obligations pursuant to this Agreement or with respect to the Securities.
- L. Assignment. This Agreement may not be assigned by either party without the consent of the other party.
- M. General. This Agreement is the entire agreement between the parties with respect to Advisor's advisory service in regard to Participant's Individual Account and may be modified only in writing signed by both parties (except that Participant unilaterally may add or delete names of persons authorized by Participant to give instructions to Advisor, effective upon Advisor's receipt of such notice). This Agreement shall be construed in accordance with the internal laws of the State of Illinois. Advisor and Participant agree that should a disagreement arise as to performance under this Agreement, the parties will attempt in good faith to resolve such disagreement without litigation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated:

ADVISOR

PFM ASSET MANAGEMENT LLC

Date: _____

By: _____
Managing Director

PARTICIPANT

Date: _____

By: _____
Name

Title

February 2012



An Illinois Entity formed pursuant to the
1970 Constitution of the State of Illinois,
the Intergovernmental Cooperation Act, and
the Public Funds Investment Act.

ILLINOIS INSTITUTIONAL INVESTORS TRUST

DECLARATION OF TRUST

October 18, 2002

Amended and Restated April 26, 2007

TABLE OF CONTENTS

	PAGE
ARTICLE I. THE FUND.....	3
Section 1.1. Name.....	3
Section 1.2. Purpose; Only Public Agencies to Be Participants.....	3
Section 1.3. Location.....	3
Section 1.4. Nature of Fund and Declaration of Trust.....	4
Section 1.5. Definitions.....	4
ARTICLE II. POWERS OF THE TRUSTEES.....	6
Section 2.1. General.....	6
Section 2.2. Legal Title.....	7
Section 2.3. Disposition of Assets.....	8
Section 2.4. Taxes.....	8
Section 2.5. Rights as Holders of Fund Property.....	8
Section 2.6. Delegation; Committees.....	8
Section 2.7. Collection.....	8
Section 2.8. Payment of Expenses.....	9
Section 2.9. Borrowing and Indebtedness.....	9
Section 2.10. Deposits.....	9
Section 2.11. Valuation.....	9
Section 2.12. Fiscal Year;.....	10
Section 2.13. Concerning the Fund and Certain Affiliates.....	10
Section 2.14. Investment Program.....	11
Section 2.15. Power to Contract, Appoint, Retain and Employ.....	11
Section 2.16. Insurance.....	12
Section 2.17. Indemnification.....	12
Section 2.18. Remedies.....	12
Section 2.19. Information Statement.....	12
Section 2.20. Further Powers.....	12
ARTICLE III. THE INVESTMENT ADVISER, THE ADMINISTRATOR, THE DISTRIBUTOR AND THE INDEPENDENT ACCOUNTANT.....	12
Section 3.1. Appointment of Adviser, Administrator and Distributor.....	12

Section 3.2.	Duties of the Adviser	12
Section 3.3.	Duties of the Administrator	12
Section 3.4.	Duties of the Distributor	13
Section 3.5	Successors.....	13
Section 3.6.	Appointment and Duties of the Independent Accountant.....	13
ARTICLE IV.	INVESTMENTS.....	13
Section 4.1.	Statement of Investment Policy and Objective.....	13
Section 4.2.	Permitted Investments.....	13
Section 4.3.	Restrictions Fundamental to the Fund	14
Section 4.4.	Amendment of Restrictions	15
ARTICLE V.	LIMITATIONS OF LIABILITY	16
Section 5.1.	Liability to Third Persons	16
Section 5.2.	Liability to the Fund or to the Participants	16
Section 5.3.	Indemnification.....	16
Section 5.4.	Surety Bonds.....	17
Section 5.5.	Apparent Authority	17
Section 5.6.	Recitals.....	17
Section 5.7.	Reliance on Experts, Etc.....	17
ARTICLE VI.	CHARACTERISTICS OF SHARES.....	18
Section 6.1.	Beneficial Interest.....	18
Section 6.2.	Rights of Participants.....	18
Section 6.3.	Series or Class Designation	18
Section 6.4.	Allocation of Shares.....	18
Section 6.5.	Evidence of Share Allocation	19
Section 6.6.	Redemption to Maintain Constant Net Asset Value.....	19
Section 6.7.	Redemptions	19
Section 6.8.	Suspension of Redemption; Postponement of Payment	19
Section 6.9.	Minimum Redemption	20
Section 6.10.	Defective Redemption Requests.....	20
ARTICLE VII.	RECORD OF SHARES.....	20
Section 7.1.	Share Register	20
Section 7.2.	Registrar.....	21
Section 7.3.	Owner of Record.....	21

Section 7.4.	No Transfers of Shares.....	21
Section 7.5.	Limitation of Fiduciary Responsibility.....	21
Section 7.6.	Notices	21
ARTICLE VIII.	TRUSTEES AND OFFICERS	21
Section 8.1.	Number and Qualification.....	21
Section 8.2.	Organizational Trustees	22
Section 8.3.	Term and Election.....	22
Section 8.4.	Resignation and Removal	23
Section 8.5.	Vacancies	23
Section 8.6.	By-Laws.....	24
ARTICLE IX.	DETERMINATION OF NET ASSET VALUE AND NET INCOME DISTRIBUTIONS TO PARTICIPANTS.....	24
Section 9.1.	By-Laws to Govern Net Asset Value, Net Income and Distribution Procedures	24
ARTICLE X.	CUSTODIAN	24
Section 10.1.	Duties	24
Section 10.2.	Appointment	24
Section 10.3.	Sub-Custodians	24
Section 10.4.	Successors.....	25
Section 10.5.	Additional Custodians.....	25
ARTICLE XI.	RECORDING OF DECLARATION OF TRUST	25
Section 11.1.	Recording.....	25
ARTICLE XII.	AMENDMENT OR TERMINATION OF FUND; DURATION OF FUND.....	25
Section 12.1.	Amendment or Termination.....	25
Section 12.2.	Power to Effect Reorganization	27
Section 12.3.	Duration	27
ARTICLE XIII.	MISCELLANEOUS	27
Section 13.1.	Governing Law	27
Section 13.2.	Counterparts.....	27
Section 13.3.	Reliance by Third Parties.....	27
Section 13.4.	Provisions in Conflict with Law	27
Section 13.5.	Gender; Section Headings.....	28

Section 13.6. Adoption by Public Agencies Electing to Become Additional
Participants; Resignation of Participants 28

THIS DECLARATION OF TRUST made as of the 18th day of October 2002, and as amended and restated as of April 26, 2007.

W I T N E S S E T H

WHEREAS, Section 10 of Article VII of the 1970 Constitution of the State of Illinois (the “Illinois Constitution”) provides, *inter alia*, that “Units of local government and school districts may contract or otherwise associate among themselves...to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance,” and further provides that “Units of local government and school districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance”; and

WHEREAS, Section 1 of Article VII of the Illinois Constitution provides that:

“Municipalities” means cities, villages and incorporated towns.
“Units of local government” means counties, municipalities, townships, special districts, and units, designated as units of local government by law, which exercise limited governmental powers or powers in respect to limited governmental subjects, but does not include school districts;

and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, (the “Intergovernmental Cooperation Act”) provides that “any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State...except where specifically and expressly prohibited by law”; 5 ILCS 220/3; and

WHEREAS, the Intergovernmental Cooperation Act defines the term “public agency” as:

Any unit of local government as defined in the Illinois Constitution of 1970, any school district, any public community college district, and public building commission, the State of Illinois, any agency of the state government or of the United States, or of any other state, any political subdivision of another state, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement;

and

WHEREAS, the Public Funds Investment Act, 30 ILCS 235/0.01 *et seq.*, (the “Public Funds Investment Act”) provides that “Any public agency may invest any public funds” in the authorized investments provided for in that Act, 30 ILCS 235/2; and

WHEREAS, the Public Funds Investment Act defines the term “public agency” as follows:

The words “public agency” as used in this Act, “mean the State of Illinois, the various counties, townships, cities, towns, villages, school districts, educational service regions, special rural districts, public water supply districts, fire protection districts, drainage districts, levy districts, sewer districts, housing authorities, the Illinois Bank Examiners Education Foundation, the Chicago Park District, and all other political corporations or subdivisions of the State of Illinois, now or hereafter created, whether herein specifically mentioned or not”;

and

WHEREAS, the Initial Participants are public agencies and units of local government within the meaning of the Illinois Constitution, the Intergovernmental Cooperation Act, and the Public Funds Investment Act, and are authorized to enter into this Declaration of Trust pursuant to, *inter alia*, the provision of Section 10, Article VII of the Illinois Constitution, the Intergovernmental Cooperation Act, and the Public Funds Investment Act; and

WHEREAS, pursuant to such authority, the Initial Participants desire to enter into an agreement and thereby establish an entity for joint investment, pursuant to this Declaration of Trust, for the purpose of combining their respective available investment funds so as to enhance the investment opportunities available to them and increase the investment earnings accruing to the benefit of the Participants; and

WHEREAS, pursuant to such authority, this Declaration of Trust is intended to be an agreement entered into for the purpose of better performing the Participants’ responsibility to invest the funds of their respective Public Agency in accordance with the Laws of the State of Illinois; and

WHEREAS, this Declaration of Trust is intended to constitute an intergovernmental agreement pursuant to the authority conferred by the Illinois Constitution, the Intergovernmental Cooperation Act, and the Public Funds Investment Act; and

WHEREAS, each of the Participants has duly taken all official action necessary and appropriate to become a party to this Declaration of Trust; and

WHEREAS, it is proposed that the beneficial interest in the Fund’s assets shall be divided into non-transferable shares of beneficial interest, which shall be evidenced by a share register maintained by the Fund or its agent; and

WHEREAS, the Participants anticipate that other Public Agencies may wish to become Participants by adopting this Declaration of Trust and thus becoming parties to it;

NOW, THEREFORE, the Participants hereby declare that all money and property contributed to the Trust established under this Declaration of Trust shall be held and managed in

trust for the proportionate benefit of the holders of record from time to time of shares of beneficial interest issued and to be issued hereunder, without privilege, priority or distinction among such holders, except as otherwise specifically provided herein, and subject to the terms, covenants, conditions, purposes and provisions hereof.

ARTICLE I. THE FUND

Section 1.1. Name. The name of the common law trust created by this Declaration of Trust shall be the Illinois Institutional Investors Trust (the “Fund”) and, so far as may be practicable, the Trustees shall conduct the Fund’s activities, execute all documents and sue or be sued under that name, which name (and the word “Fund” wherever used in this Declaration of Trust, except where the context otherwise requires) shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisers, consultants, accountants or Participants of the Fund or of such Trustees. Should the Trustees determine that the use of such name is not practicable, legal or convenient, they may use such other designation or they may adopt such other name for the Fund as they deem proper, and the Fund may hold Property and conduct its activities under such designation or name. The Trustees shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such name in accordance with the Laws of the State of Illinois or the United States of America so as to protect and reserve the right of the Fund in and to such name. The Trustees shall have full and complete power to change the name of the Fund at any time and from time to time, in their sole and absolute discretion, without the affirmative vote of a majority of the Participants entitled to vote as set forth in Article XII hereof, provided that notice of any such change of name shall be promptly given to the Participants.

Section 1.2. Purpose; Only Public Agencies to Be Participants.

(a) The purpose of the Fund is to provide an instrumentality and agency through which Public Agencies organized under Laws of the State of Illinois, may jointly act, agree and cooperate in accordance with the Laws of the State of Illinois in the performance of their responsibilities to invest available funds so as to enhance their investment opportunities pursuant to an investment program conducted in accordance with the Laws of the State of Illinois, from time to time in effect, governing the investment of the funds of Public Agencies. Any Public Agency which is a Participant in this Agreement may authorize its treasurer or other duly authorized official to act on its behalf with respect to the funds of such Public Agency.

(b) No Public Agency shall become a Participant unless and until the governing board of such Public Agency has adopted this Declaration of Trust in accordance with Section 13.6(a) hereof. A Public Agency must make a minimum investment of \$100.00 in the Fund to become a Participant and must maintain a minimum investment balance of \$100.00 in the Fund in order for such Public Agency to exercise the rights and obligations of a Participant. A Participant whose minimum investment falls below \$100.00 may again exercise the rights and obligations of a Participant during such times as its investment exceeds the minimum balance of \$100.00

Section 1.3. Location. The Fund shall maintain an office of record in the State of Illinois and may maintain such other offices or places of business as the Trustees may from time to time determine.

Section 1.4. Nature of Fund and Declaration of Trust.

(a) The Fund shall be a common law trust organized and existing under the Laws of the State of Illinois. The Fund is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership, joint venture, corporation, investment company or joint stock company. The Participants shall be beneficiaries of the Fund, and their relationship to the Trustees shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

(b) This Declaration of Trust is an agreement of indefinite term regarding the deposit, redeposit, investment, reinvestment and withdrawal of Public Agency funds within the meaning of the Laws of the State of Illinois.

Section 1.5. Definitions. As used in this Declaration of Trust, the following terms shall have the following meanings unless the context hereof otherwise requires:

“Administrator” shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.1 hereof.

“Administration Agreement” shall mean the agreement with the Administrator referred to in Section 3.3 hereof as the same may be amended from time to time.

“Adviser” shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.1 hereof.

“Affiliate” shall mean, with respect to any Person, another Person directly or indirectly controlling, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.

“Class” shall mean a category of the Shares of a Series or of the Fund if there are no Series, which category is authorized by the Trustees pursuant to Article VI hereof

“Custodian” shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Article X hereof.

“Custodian Agreement” shall mean the agreement with a Custodian referred to in Article XI hereof as such agreement may be amended from time to time.

“Declaration of Trust” shall mean this Declaration of Trust as amended, restated or modified from time to time. References in this Declaration of Trust to “Declaration,” “hereof,” “herein,” “hereby” and “hereunder” shall be deemed to refer to the Declaration of Trust and shall not be limited to the particular text, article or section in which such words appear.

“Distributor” shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.1 hereof.

“Distribution Agreement” shall mean the agreement with the Distributor referred to in Section 3.4 as the same may be amended from time to time.

“Fund” shall mean the common law trust created by this Declaration of Trust.

“Fund Property” or “Property” shall mean, as of any particular time, any and all Property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to the Fund or Trustees, and all income, profits and gains therefrom, and which, at such time, is owned or held by, or for the account of, the Fund or the Trustees.

“Information Statement” shall mean the information statement or other descriptive document or documents adopted as such by the Trustees and distributed by the Fund to Participants and potential Participants of the Fund as the same may be amended by the Trustees from time to time.

“Initial Participants” shall mean the Public Agencies which initially formed this Fund as of October 18, 2002 by the execution and adoption of this Declaration of Trust.

“Investment Advisory Agreement” shall mean the agreement with the Adviser referred to in Section 3.2 hereof as the same may be amended from time to time.

“Law” or “Laws” shall mean common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any thereof.

“Participants” shall mean the Public Agencies which are the Initial Participants and the Public Agencies which adopt this Declaration of Trust pursuant to Section 13.6(a) hereof.

“Permitted Investments” shall mean the investments referred to in paragraphs (a) through (h) of Section 4.2 hereof.

“Person” shall mean and include individuals, corporations, limited partnerships, general partnerships, joint stock companies or associations, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other entities (whether or not legal entities) and governments and agencies and political subdivisions thereof, but shall not include the Trust.

“Public Agency” or “Public Agencies” shall mean those units of local government, school districts, and political corporations or subdivisions of the State of Illinois which are authorized to enter into intergovernmental agreements pursuant to the provisions of Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act, and which are authorized to invest their funds pursuant to the provisions of the Public Funds Investment Act.

“Section 2” shall mean Section 2 of the Public Funds Investment Act, as heretofore amended, and as the same may be amended from time to time.

“Series” shall mean a category of the Shares authorized by the Trustees pursuant to Article VI hereof.

“Share” shall mean the unit used to denominate and measure the respective pro rata beneficial interests of the Participants in the Fund (or any Series or any Class thereof) as described in Article VI.

“Share Register” shall mean the register of Shares maintained pursuant to Section 7.1 hereof.

“Trustees” shall mean the Persons who become fiduciaries of the Fund pursuant to Article VIII hereof.

ARTICLE II. POWERS OF THE TRUSTEES

Section 2.1. General.

(a) Subject to the rights of the Participants as provided herein, the Trustees shall have, without other or further authorization, full, exclusive and absolute power, control and authority over the Fund Property and over the affairs of the Fund to the same extent as if the Trustees were the sole and absolute owners of the Fund Property in their own right, and with such powers of delegation as may be permitted by this Declaration of Trust. The Trustees may do and perform such acts and things as in their sole judgment and discretion are necessary and proper for conducting the affairs of the Fund or promoting the interests of the Fund and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The Trustees may exercise any power authorized and granted to them by this Declaration of Trust. Such powers of the Trustees may be exercised without the necessity of any order of, or resort to, any court.

(b) The Trustees shall have the power to conduct, operate and provide an investment program for the investment of funds of Public Agencies; and for such consideration as they may deem proper and as may be required by Law, to subscribe for, invest in, reinvest in, purchase or otherwise acquire or otherwise deal in or dispose of investment instruments constituting “Permitted Investments” as described in Section 4.2. The Trustees shall have the power to enter into contracts and agreements with respect to the purchase and sale of permitted investments.

(c) In the exercise of their powers, the Trustees shall not be limited, except as otherwise provided hereunder, to investing in Permitted Investments maturing before the possible termination of the Fund. Except as otherwise provided in this Declaration of Trust, the Trustees shall not be limited by any Law now or hereafter in effect limiting the investments which may be held or retained by trustees or other fiduciaries, and they shall have full authority and power to make any and all Permitted Investments within the limitations of this Declaration of Trust that they, in their absolute discretion, shall determine to be advisable and appropriate. The Trustees shall have no liability for loss with respect to Permitted Investments made within

the terms of this Declaration of Trust, even though such investments shall be of a character or in an amount not considered proper for the investment of trust funds by trustees or other fiduciaries. The Trustees shall be permitted only to make Permitted Investments in accordance with Article IV of this Declaration of Trust.

Section 2.2. Legal Title.

Legal title to all of the Fund Property shall be vested in the Trustees on behalf of the Participants and be held by and transferred to the Trustees, except that the Trustees shall have full and complete power to cause legal title to any Fund Property to be held, on behalf of the Participants, by or in the name of the Fund, or in the name of any other Person as nominee, on such terms, in such manner, and with such powers as the Trustees may determine, so long as in their judgment the interest of the Fund is adequately protected.

The right, title and interest of the Trustees in and to the Fund Property shall vest automatically in all persons who may hereafter become Trustees upon their due election and qualification without any further act. Upon the resignation, disability, removal, adjudication as an incompetent, or death of a Trustee, he (and in the event of his death, his estate) shall automatically cease to have any right, title or interest in or to any of the Fund Property, and the right, title and interest of such Trustee in and to the Fund Property shall vest automatically in the remaining Trustees without any further act.

Section 2.3. Disposition of Assets. Subject in all respects to Article IV hereof, the Trustees shall have full and complete power to sell, exchange or otherwise dispose of any and all Fund Property free and clear of any and all trusts and restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing. The Trustees shall also have full and complete power, subject in all respects to Article IV hereof, and in furtherance of the affairs and purposes of the Fund, to give consents and make contracts relating to Fund Property or its use.

Section 2.4. Taxes. The Trustees shall have full and complete power: (i) to pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the Fund or the Trustees in connection with the Fund Property or upon or against the Fund Property or income or any part thereof; (ii) to settle and compromise disputed tax liabilities; and (iii) for the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees to be necessary or desirable.

Section 2.5. Rights as Holders of Fund Property. The Trustees shall have full and complete power to exercise on behalf of the Participants all of the rights, powers and privileges appertaining to the ownership of all or any Permitted Investments or other Property forming part of the Fund Property to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more Persons, which proxies and powers of attorney may be for meetings or actions

generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

Section 2.6. Delegation; Committees. The Trustees shall have full and complete power (consistent with their continuing exclusive authority over the management of the Fund, the conduct of its affairs, their duties and obligations as Trustees, and the management and disposition of Fund Property) to delegate from time to time to such one or more of their number (who may be designated as constituting a Committee of the Trustees) or to officers, employees or agents of the Fund (including, without limitation, the Administrator, the Adviser and the Custodian) the doing of such acts and things and the execution of such instruments either in the name of the Fund, or the names of the Trustees or as their attorney or attorneys, or otherwise as the Trustees may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Fund.

Section 2.7. Collection. The Trustees shall have full and complete power: (i) to collect, sue for, receive and receipt for all sums of money or other property due to the Fund; (ii) to consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (iii) to engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the Fund Property; (iv) to foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts by virtue of which any sums of money are owed to the Fund; (v) to exercise any power of sale held by them, and to convey good title thereunder free of any and all trusts, and in connection with any such foreclosure or sales to purchase or otherwise acquire title to any property; (vi) to be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or of any Person which form a part of the Fund Property, for the purpose of such reorganization or otherwise; (vii) to participate in any arrangement for enforcing or protecting the interests of the Trustees as the owners or holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (viii) to extend the time (with or without security) for the payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments; and (ix) to pay or satisfy any debts or claims upon any evidence that the Trustees shall deem sufficient.

Section 2.8. Payment of Expenses. The Trustees shall have full and complete power: (i) to incur and pay any charges or expenses which in the opinion of the Trustees are necessary or incidental to or proper for carrying out any of the purposes of this Declaration of Trust; (ii) to reimburse others for the payment therefor; and (iii) to pay appropriate compensation or fees from the funds of the Fund to Persons with whom the Fund has contracted or transacted business. The Trustees shall fix the compensation, if any, of all officers and employees of the Fund. The Trustees shall not be paid compensation for their general services as Trustees hereunder. The Trustees may pay themselves or any one or more of themselves reimbursement for expenses reasonably incurred by themselves or any one or more of themselves on behalf of the Fund. The Trustees may allocate such expenses among various Series and Classes in such manner and proportion as appropriate in the discretion of the Trustees.

Section 2.9. Borrowing and Indebtedness. The Trustees shall not have the power to borrow money or incur indebtedness on behalf of the Fund, or authorize the Fund to borrow money or incur indebtedness, except as provided in paragraph (d) of Section 4.2 of this Declaration of Trust, but only if and to the extent permitted by Law.

Section 2.10. Deposits. The Trustees shall have full and complete power to deposit, in such manner as may now and hereafter be permitted by Law, any moneys or funds included in the Fund Property, and intended to be used for the payment of expenses of the Fund or the Trustees, with one or more banks, trust companies or other banking institutions whether or not such deposits will draw interest. Such deposits are to be subject to withdrawal in such manner as the Trustees may determine, and the Trustees shall have no responsibility for any loss which may occur by reason of the failure of the bank, trust company or other banking institution with which the moneys, investments, or securities have been deposited. Each such bank, trust company or other banking institution shall comply, with respect to such deposit, with all applicable requirements of all applicable Laws including, but not limited to, the laws governing each participating Public Agency.

Section 2.11. Valuation. The Trustees shall have full and complete power to determine in good faith conclusively the value of any of the Fund Property and to revalue the Fund Property.

Section 2.12. Fiscal Year. The Trustees shall have full and complete power to determine the fiscal year of the Fund and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. The Trustees may establish different fiscal years for the various Series as appropriate in the discretion of the Trustees.

Section 2.13. Concerning the Fund and Certain Affiliates.

(a) The Fund may enter into transactions with any Affiliate of the Fund or of the Adviser, the Administrator, the Custodian or any Affiliate of any Trustee, officer, director, employee or agent of the Fund or of the Adviser, the Administrator, or the Custodian if (i) each such transaction (or type of transaction) has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Trustees, including a majority of the Trustees who are not Affiliates of any Person (other than the Fund) who is a party to the transaction or transactions with the Fund and (ii) such transaction (or type of transaction) is, in the opinion of the Trustees, on terms fair and reasonable to the Fund and the Participants and at least as favorable to them as similar arrangements for comparable transactions (of which the Trustees have knowledge) with organizations unaffiliated with the Fund or with the Person who is a party to the transaction or transactions with the Fund.

(b) Except as otherwise provided in this Declaration of Trust or in the Laws of the State of Illinois, in the absence of fraud, a contract, act or other transaction, between the Fund and any other Person, or in which the Fund is interested, is valid and no Trustee, officer, employee or agent of the Fund has any liability as a result of entering into any such contract, act or transaction even though (i) one or more of the Trustees, officers, employees or agents of such other Person, or (ii) one or more of the Trustees, officers, employees, or agents of the Fund,

individually or jointly with others, is a party or are parties to or directly interested in, or affiliated with, such contract, act or transaction, provided that (i) such interest or affiliation is disclosed to the Trustees and the Trustees authorize such contract, act or other transaction by a vote of a majority of the unaffiliated Trustees, or (ii) such interest or affiliation is disclosed to the Participants, and such contract, act or transaction is approved by a majority of the Participants.

(c) Any Trustee or officer, employee, or agent of the Fund may, in his personal capacity, or in a capacity as trustee, officer, director, stockholder, partner, member, agent, adviser or employee of any Person, have business interests and engage in business activities in addition to those relating to the Fund, which interests and activities may be similar to those of the Fund and include the acquisition, syndication, holding, management, operation or disposition of securities, investments and funds, for his own account or for the account of such Person. Each Trustee, officer, employee and agent of the Fund shall be free of any obligation to present to the Fund any investment opportunity which comes to him in any capacity other than solely as Trustee, officer, employee or agent of the Fund, even if such opportunity is of a character which, if presented to the Fund, could be taken by the Fund.

(d) Subject to the provisions of Article III hereof, any Trustee or officer, employee or agent of the Fund may be interested as trustee, officer, director, stockholder, partner, member, agent, adviser or employee of, or otherwise have a direct or indirect interest in, any Person who may be engaged to render advice or services to the Fund, and may receive compensation from such Person as well as compensation as Trustee, officer, employee or agent of the Fund or otherwise hereunder. None of the activities and interests referred to in this paragraph (d) shall be deemed to conflict with his duties and powers as Trustee, officer, employee or agent of the Fund.

(e) To the extent that any other provision of this Declaration of Trust conflicts with, or is otherwise contrary to the provisions of, this Section 2.13, the provisions of this Section 2.13 shall be deemed controlling.

(f) Notwithstanding the foregoing provisions of this Section 2.14, the Trustees shall not have the power to engage in any transaction with any Affiliate that would be inconsistent with the Laws of the State of Illinois concerning public ethics and conflicts of interest, and the By-Laws of the Fund may contain provisions more restrictive than those set forth in this Section 2.13.

Section 2.14. Investment Program. The Trustees shall use their best efforts to obtain through the Adviser or other qualified persons a continuing and suitable investment program, consistent with the investment policies and objectives of the Fund set forth in Article IV of this Declaration of Trust, and the Trustees shall be responsible for reviewing and approving or rejecting the investment program presented by the Adviser or such other Persons. Subject to the provisions of Section 2.6 and Section 3.1 hereof, the Trustees may delegate functions arising under this Section 2.14 to one or more of their number or to the Adviser. The Trustees also shall have full and complete power to contract for or to otherwise obtain from or through the Adviser, the Administrator or other qualified Persons for the benefit of, and to make available to, the Participants of the Fund from time to time, additional investment and non-investment programs and services distinct from the Fund's program of investments measured by Shares, but consistent with the investment goals and objectives of the Fund and the general purposes of this Declaration

of Trust. The Trustees shall have the power to review and approve or reject, in their sole discretion, such additional investment and non-investment programs as may be presented to the Trustees by the Adviser, the Administrator or any other qualified Persons.

Section 2.15. Power to Contract, Appoint, Retain and Employ. Subject to the provisions of Section 2.6 and Section 3.1 hereof with respect to delegation of authority by the Trustees, the Trustees shall have full and complete power to appoint, employ, retain, or contract with any Person of suitable qualifications and high repute (including one or more of themselves and any corporation, partnership, trust or other entity of which one or more of them may be an Affiliate, subject to the applicable requirements of Section 2.13 hereof) as the Trustees may deem necessary, or desirable for the transaction of the affairs of the Fund, or the transaction of the affairs of any additional investment programs or services or non-investment programs or services of any nature affiliated with the Fund or otherwise contracted for or by the Fund, including any Person or Persons who, under the supervision of the Trustees, may, among other things: (i) serve as the Fund's investment adviser and consultant in connection with policy decisions made by the Trustees; (ii) serve as the Fund's administrator; (iii) serve as the Fund's distributor; (iv) furnish reports to the Trustees and provide research, economic and statistical data in connection with the Fund's investments; (v) act as consultants, accountants, technical advisers, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositaries, custodians or agents for collection, insurers or insurance agents, registrars for Shares or in any other capacity deemed by the Trustees to be necessary or desirable; (vi) investigate, select and, on behalf of the Fund, conduct relations with Persons acting in such capacities and pay appropriate fees to, and enter into appropriate contracts with, or employ, or retain services performed or to be performed by, any of them in connection with the investments acquired, sold, or otherwise disposed of, or committed, negotiated, or contemplated to be acquired, sold or otherwise disposed of; (vii) substitute any other Person for any such Person; (viii) act as attorney-in-fact or agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting or other enforcement of any lien or security securing investments; (ix) assist in the performance of such ministerial functions necessary in the management of the Fund as may be agreed upon with the Trustees; and (x) any of the foregoing as may be agreed upon by the Trustees with regard to any additional investment and non-investment programs and services for the benefit of the Participants.

Section 2.16. Insurance. The Trustees shall have full and complete power to purchase and pay for, entirely out of Fund Property, insurance policies insuring the Fund and the Trustees, officers, employees and agents, of the Fund individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by the Fund or any such Person as Trustee, officer, employee and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not the Fund would have the power to indemnify such Person against such liability.

Section 2.17. Indemnification. In addition to the mandatory indemnification provided for in Section 5.3 hereof, the Trustees shall have full and complete power, to the extent permitted by applicable Laws, to indemnify or enter into agreements with respect to indemnification with any Person with whom the Fund has dealings, including, without limitation, the Adviser, the

Administrator and the Custodian, to such extent as the Trustees shall determine, subject to such limitations as may arise under law.

Section 2.18. Remedies. Notwithstanding any provision in this Declaration of Trust, when the Trustees deem that there is a significant risk that an obligor to the Fund may default or is in default under the terms of any obligation to the Fund, the Trustees shall have full and complete power to pursue any remedies permitted by Law which, in their sole judgment, are in the interests of the Fund, and the Trustees shall have full and complete power to enter into any investment, commitment or obligation of the Fund resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

Section 2.19. Information Statement. The Trustees shall have full and complete power to authorize the distribution of an Information Statement regarding the Fund which may be prepared by advisers to the Fund and to authorize the amendment of or supplement of the same from time to time.

Section 2.20. Further Powers. The Trustees shall have full and complete power to take all such actions, do all such matters and things and execute all such instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the Fund although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interests of the Fund made by the Trustees in good faith shall be conclusive. In construing the provisions of this Declaration of Trust, the presumption shall be in favor of a grant of power to the Trustees. The Trustees shall not be required to obtain any court order to deal with the Fund Property.

ARTICLE III. THE INVESTMENT ADVISER, THE ADMINISTRATOR, THE DISTRIBUTOR AND THE INDEPENDENT ACCOUNTANT

Section 3.1. Appointment of Adviser, Administrator and Distributor. The Trustees are responsible for the general investment policy and program of the Fund and for the general supervision and administration of the business and affairs of the Fund conducted by the officers, agents, employees, investment advisers, administrators, distributors, or independent contractors of the Fund. However, the Trustees are not required personally to conduct all of the routine business of the Fund and, consistent with their ultimate responsibility as stated herein, the Trustees may appoint, employ or contract with the Adviser as an investment adviser to the Fund, the Administrator as an administrator for the Fund, and the Distributor as the distribution agent for the Fund and may grant or delegate such authority to the Adviser, the Administrator (pursuant to the terms of Section 2.15 hereof), the Distributor or to any other Person the services of whom are obtained by the Adviser, the Administrator or the Distributor, as the Trustees may, in their sole discretion, deem necessary or desirable, for the efficient management of the Fund, without regard to whether such authority is normally granted or delegated by trustees or other fiduciaries. The same Person may serve simultaneously as the Administrator, as the Adviser and as the Distributor, but no Person serving as the Administrator, the Adviser or the Distributor may serve as the Custodian.

Section 3.2. Duties of the Adviser. The duties of the Adviser shall be those set forth in the Investment Advisory Agreement to be entered into between the Fund and the Person or

Persons designated pursuant to Section 3.1 as the Adviser. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment Advisory Agreement. Subject to Article IV hereof, the Trustees may authorize the Adviser to effect purchases, sales or exchanges of Fund Property on behalf of the Trustees or may authorize any officer, employee, agent or Trustee to effect such purchases, sales, or exchanges pursuant to recommendations of the Adviser, all without further action by the Trustees. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by all the Trustees. The Investment Advisory Agreement may authorize the Adviser to employ other persons to assist it in the performance of its duties.

Section 3.3. Duties of the Administrator. The duties of the Administrator shall be those set forth in the Administration Agreement to be entered into between the Fund and the Person or Persons designated pursuant to Section 3.1 as the Administrator. Such duties may be modified by the Trustees, from time to time, by the amendment of the Administration Agreement. The Administration Agreement may authorize the Administrator to employ other persons to assist it in the performance of its duties.

Section 3.4. Duties of the Distributor. The duties of the Distributor shall be those set forth in the Distribution Agreement to be entered into between the Fund and the Person or Persons designated pursuant to 3.1 as the Distributor. Such duties may be modified by the Trustees, from time to time, by the amendment of the Distribution Agreement. The Distribution Agreement may authorize the Distributor to employ other persons to assist it in the performance of its duties.

Section 3.5. Successors. In the event that, at any time, the position of Adviser or of Administrator or of the Distributor shall become vacant for any reason, the successor shall not be appointed without a vote of the Participants as set forth in Section 8.1.

Section 3.6. Appointment and Duties of the Independent Accountant. The Trustees shall appoint an independent accountant for each fiscal year of the Fund and its various Series. Such independent accountant shall perform such duties as may be directed by the Trustees, including, without limitation, conducting examinations of the Fund and the rendering of opinions and reports concerning the Fund.

ARTICLE IV. INVESTMENTS

Section 4.1. Statement of Investment Policy and Objective. Subject to the prohibitions and restrictions contained in Section 4.2 hereof, the general investment policy and objective of the Trust and each Series shall be to invest the Fund in Permitted Investments as set forth below and any other applicable provisions of Law as may be set forth more fully in the Fund's Information Statement, as the same may be amended from time to time.

Section 4.2. Permitted Investments. In accordance with Article II, Permitted Investments shall constitute the following:

(a) bonds, notes, certificates of indebtedness, treasury bills or other securities now, or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest;

(b) bonds, notes, debentures or other similar obligations of the United States of America or its agencies;

(c) interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act (205 ILCS 511, et. seq.); provided, however, that such bank is federally insured;

(d) short-term obligations of corporations organized in the United States of America with assets exceeding \$500,000,000, provided that such obligations are rated at the time of purchase within one of the three highest classifications established by at least two standard rating services, such obligations mature not later than 180 days from the date of purchase, and such purchases do not exceed 10% of the applicable corporation's outstanding obligations;

(e) short-term discount obligations of the Federal National Mortgage Association or shares or other forms of securities legally issuable by savings and loan associations incorporated under the Laws of Illinois or any other state or under the Laws of the United States of America, provided that the shares or investment certificates of such savings and loan associations are federally insured, any such securities are purchased at the offering or market price thereof at the time of such purchase, and all such securities so purchased shall mature or be redeemable on a date or dates prior to the time when, in the judgment of the Trustees, the funds so invested will be required for the payment of funds to Participants upon the withdrawal of moneys from the Fund;

(f) money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to obligations described in paragraphs (a) or (b) of this Section 4.2 and to agreements to repurchase such obligations; and

(g) any other investment instruments now permitted by the provisions of Section 2 of the Public Funds Investment Act or any other applicable statutes or hereafter permitted by reason of the amendment of Section 2 of the Public Funds Investment Act or the adoption of any other statute applicable to the investment of Public Agency funds.

Section 4.3. Restrictions Fundamental to the Fund. Notwithstanding anything in this Declaration of Trust which may be deemed to authorize the contrary, the Fund:

(a) May not make any investment other than investments authorized by Section 4.2 or any other applicable provisions of Law, as the same may be amended from time to time, and in the case of investments made jointly with funds of other Public Agencies, may not make any investment other than investments authorized by Law for the investment of each such Public Agency;

(b) May not purchase any Permitted Investment which has a maturity date more than 397 days from the date of the Fund's purchase thereof, unless subject, at the time of such purchase by the Fund, to an irrevocable agreement on the part of a Responsible Person to purchase such Permitted Investment from the Fund within 397 days; provided, however, that the Trustees may, in their discretion, by an action set forth by resolution of the Trustees and included

in the Information Statement, waive such 397 day limitation with respect to any one or more Series of Shares. For the purposes of this provision:

(i) A variable rate security which has its rate of interest readjusted no less frequently than every 397 days shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate or earlier maturity.

(ii) A floating rate security shall be deemed to have a remaining maturity of one day.

(c) May not purchase any Permitted Investment if the effect of such purchase by the Fund would be to make the average dollar weighted maturity of the Fund's investment portfolio greater than the period designated by the Trustees with respect to the Series to which such purchase of such Permitted Investment relates; provided, however, that in making such determination any Permitted Investment which is subject to an irrevocable agreement of the nature referred to in the preceding clause (b) shall be deemed to mature on the day on which the Fund is obligated to sell such Permitted Investment back to a Responsible Person or the day on which the Fund may exercise its rights under such agreement to require the purchase of such Permitted Investment by a Responsible Person;

(d) May not borrow money or incur indebtedness, whether or not the proceeds thereof are intended to be used to purchase Permitted Investments, except

(i) as a temporary measure to facilitate withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments, including, without limitation, to facilitate withdrawal requests made by Participants and received by the Custodian after the Fund has already sold, or entered sell orders for, portfolio investments to cover the withdrawal requests previously made on that date, and only to the extent permitted by Law; or

(ii) as a temporary measure (not to exceed one business day) from the Custodian to provide for the purchase of portfolio securities pending receipt by the Custodian of collected funds from a Participant who has notified the Fund before such purchase that it has wire transferred funds (or otherwise transferred immediately available funds) to the Fund in an amount sufficient to pay the purchase price of such securities, and only as and to the extent permitted by Law.

provided, however, that nothing contained in this paragraph (d) shall permit, or be construed as permitting, the pledge of the assets of the Fund to secure any such borrowing except for the pledge of amounts, limited to the amount of such borrowing, held in the specific Participant's account with the Fund for whom such borrowing was incurred;

(e) May not make loans, provided that the Fund may make Permitted Investments; and

(f) May not hold or provide for the custody of any Fund Property in a manner not authorized by Law or by any institution or Person not authorized by Law.

For the purposes of this Section 4.3, the phrase “Responsible Person” shall mean a Person listed on the United States Treasury Department List of Primary Government Securities Dealers or any equivalent successor to such list or a bank organized and existing under the Laws of the United States of America or any state thereof having assets in excess of \$500,000,000.

Section 4.4. Amendment of Restrictions. The restrictions set forth in Section 4.2 hereof are fundamental to the operation and activities of the Fund and may not be changed without the affirmative vote of a majority of the Participants entitled to vote, except that such restrictions may be changed by the Trustees so as to make them more restrictive when necessary to conform the investment program and activities of the Fund to the Laws of the State of Illinois and the United States of America as they may from time to time be amended.

ARTICLE V. LIMITATIONS OF LIABILITY

Section 5.1. Liability to Third Persons. No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise, to any other Person or Persons in connection with Fund Property or the affairs of the Fund; and no Trustee, officer, or employee of the Fund shall be subject to any personal liability whatsoever in tort, contract or otherwise, to any other Person or Persons in connection with Fund Property or the affairs of the Fund, and all such other Persons shall look solely to the Fund Property for satisfaction of claims of any nature arising in connection with the affairs of the Fund. If any Participant, Trustee, officer or employee, as such, of the Fund is made a party to any suit or proceedings to assert or enforce any such liability, he shall not on account thereof be held to any personal liability.

Section 5.2. Liability to the Fund or to the Participants. No Trustee, officer or employee of the Fund shall be liable to the Fund or to any Participant for any action or failure to act (including, without limitation, the failure to compel in any way any former or acting Trustee to redress any breach of trust) except for his own bad faith, willful misfeasance, gross negligence or reckless disregard of his duties provided, however, that the provisions of this Section 5.2 shall not limit the liability of any Person with respect to breaches by it of a contract between it and the Fund.

Section 5.3. Indemnification.

(a) The Fund shall indemnify and hold each Participant harmless from and against all claims and liabilities, whether they proceed to judgment or are settled or otherwise brought to a conclusion, to which such Participant may become subject solely by reason of its being or having been a Participant, and shall reimburse such Participant for all legal and other expenses reasonably incurred by it in connection with any such claim or liability. The rights accruing to a Participant under this Section 5.3 shall not exclude any other right to which such Participant may be lawfully entitled, nor shall anything herein contained restrict the right of the Fund to indemnify or reimburse a Participant in any appropriate situation even though not specifically provided herein.

(b) The Fund shall indemnify each of its Trustees and officers, and employees and other Persons designated by the Board of Trustees to receive such indemnification, against all liabilities and expenses (including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees) reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding by the Fund or any other Person, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a Trustee, officer, employee or other designated Person, except as to any matter as to which he shall have been adjudicated to have acted in bad faith or with willful misfeasance or reckless disregard of his duties or gross negligence; provided, however, that the provisions of this Section 5.3 shall not be construed to permit the indemnification of any Person with respect to breaches by it of a contract between it and the Fund; and further provided, however, that as to any matter disposed of by a compromise payment by such Trustee, officer, employee or other designated Person, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless the Fund shall have received a written opinion from independent counsel approved by the Trustees to the effect that if the foregoing matters had been adjudicated, the defenses that could have been presented on behalf of such Trustee, officer, employee or other designated Person were meritorious. The rights accruing to any Trustee, officer, employee or other designated Person under the provisions of this paragraph (b) of this Section 5.3 shall not exclude any other right to which he may be lawfully entitled; provided, however, that no Trustee, officer, employee or other designated Person may satisfy any right of indemnity or reimbursement granted herein or to which he may be otherwise entitled except out of the Fund Property, and no Participant shall be personally liable to any Person with respect to any claim for indemnity or reimbursement or otherwise. The Trustees may make advance payments in connection with indemnification under this paragraph (b) of this Section 5.3, provided that the indemnified Trustee, officer, employee or other designated Person shall have given a written undertaking to reimburse the Fund in the event that it is subsequently determined that he is not entitled to such indemnification.

(c) Any action taken by, or conduct on the part of, a Trustee, an officer, or an employee of the Fund or other Person designated by the Trustees in conformity with, or in good faith reliance upon, the provisions of Section 2.13 or Section 5.7 hereof shall not, for the purpose of this Declaration of Trust (including, without limitation, Sections 5.1 and 5.2 and this Section 5.3) constitute bad faith, willful misfeasance, gross negligence or reckless disregard of his duties.

Section 5.4. Surety Bonds. No Trustee shall, as such, be obligated to give any bond or surety or other security for the performance of any of his duties.

Section 5.5. Apparent Authority. No purchaser, seller, transfer agent or other Person dealing with the Trustees or any officer, employee or agent of the Fund shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trustee or by such officer, employee or agent or make inquiry concerning or be liable for the application of money or property paid, transferred or delivered to or on the order of the Trustees or of such officer, employee or agent.

Section 5.6. Recitals. Any written instrument creating an obligation of the Fund shall be conclusively taken to have been executed by a Trustee or an officer, employee or agent of the

Fund only in his capacity as a Trustee under this Declaration of Trust or in his capacity as an officer, employee or agent of the Fund. Any written instrument creating an obligation of the Fund shall refer to this Declaration of Trust and contain a recital to the effect that the obligations thereunder are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, Participants, officers, employees or agents of the Fund, and that only the Fund Property or a specific portion thereof shall be bound, and such written instrument may contain any further similar recital which may be deemed appropriate; provided, however, that the omission of any recital pursuant to this Section 5.6 shall not operate to impose personal liability on any of the Trustees, Participants, officers, employees or agents of the Fund.

Section 5.7. Reliance on Experts, Etc. Each Trustee and each officer of the Fund shall, in the performance of his duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the Fund, upon an opinion of counsel or upon reports made to the Fund by any of its officers or employees or by the Adviser, the Administrator, the Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the officers of the Fund.

ARTICLE VI. CHARACTERISTICS OF SHARES

Section 6.1. Beneficial Interest. The beneficial interest of the Participants hereunder in the Fund Property and the earnings thereon shall be divided into Shares, which shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interest hereunder. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interest among the Participants is unlimited.

Section 6.2. Rights of Participants. The beneficial interest hereunder measured by the Shares shall not entitle a Participant to which Shares relate to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the Fund or the Fund Property, except as the Trustees may determine with respect to any Class or Series. Title to the Fund Property of every description and the right to conduct any affairs herein described are vested in the Trustees on behalf, and for the beneficial interest, of the Participants, and the Participants shall have no interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights or interests of the Fund nor can they be called upon to share or assume any losses of the Fund or suffer an assessment of any kind by virtue of the allocation of Shares to them, except as provided in Article IX hereof.

Section 6.3. Series or Class Designation. The Trustees may, from time to time, authorize the division of Shares into separate Series and the division of any Series into two or more separate Classes of Shares, as they deem necessary and desirable. The different Series or Classes shall be established and designated, and the variations in the relative rights and preferences as between the different Series or Classes, such as the purchase price, right of redemption and the price, terms and manner of redemption, special and relative rights as to distributions on liquidation, conversion rights, and conditions under which the several series or classes shall have separate voting rights and separate investment restrictions, shall be fixed and determined, by the Trustees, without the requirement of Participant approval.

Section 6.4. Allocation of Shares.

(a) The Trustees, in their discretion, may, from time to time, without vote of the Participants, allocate Shares, in addition to the then allocated Shares, to such party or parties, for such amount and such type of consideration (including, without limitation, income from the investment of Fund Property), at such time or times (including, without limitation, each business day in accordance with the maintenance of a constant net asset value per Share as permitted by Section 9.1 hereof), and on such terms as the Trustees may deem best. In connection with any allocation of Shares, the Trustees may allocate fractional Shares. The Trustees may from time to time adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the Fund. Reductions or increases in the number of allocated Shares may be made in order to maintain a constant net asset value per Share as permitted by Section 9.1 hereof. Shares shall be allocated and redeemed as whole Shares and/or one hundredths (1/100ths) of a Share or multiples thereof.

(b) Shares may be allocated only to a Public Agency that has become a Participant of the Fund in accordance with Section 1.2 hereof and who is acting with respect to the funds of a Public Agency. Each Participant may divide its Shares administratively among more than one account within the Fund or Series or Class for such Participant's convenience in accordance with such procedures as the Trustees may establish.

(c) The minimum amount of funds which may be placed in the Fund by a Participant at any one time shall be as determined by the Trustees from time to time. Unless otherwise determined by the Trustees pursuant to this paragraph (c) of this Section 6.4, the minimum amount of funds which may be placed in the Fund by a Participant at any one time shall be One Dollar (\$1.00).

Section 6.5. Evidence of Share Allocation. Evidence of Share allocation shall be reflected in the Share Register maintained by or on behalf of the Fund pursuant to Section 7.1 hereof, and the Fund shall not be required to issue certificates as evidence of Share allocation.

Section 6.6. Redemption to Maintain Constant Net Asset Value. If so determined by the Trustees, the Shares of one or more Series of the Fund shall be subject to redemption pursuant to the procedure for reduction of outstanding Shares as permitted by Section 9.1 hereof in order to maintain the constant net asset value per Share.

Section 6.7. Redemptions. Payments by the Fund to Participants, and the reduction of Shares resulting therefrom, are referred to in this Declaration of Trust as "redemptions." Any and all allocated Shares may be redeemed at the option of the Participant whose beneficial interest hereunder is measured by such Shares, upon and subject to the terms and conditions provided in this Declaration of Trust. The Fund shall, upon application of any Participant, promptly redeem from such Participant allocated Shares for an amount per Share equivalent to the proportionate interest measured by each Share in the net assets of the Fund at the time of the redemption. The procedures for effecting redemption shall be as adopted by the Trustees and as set forth in the Information Statement of the Fund, as the same may be amended from time to time; provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the Fund by the redemption of Shares;

provided further however, that the Trustees shall have the power to provide for redemption procedures relating to any particular Series or Class which are consistent with the purpose and intent of this Declaration of Trust and consistent with the Information Statement. Such procedures may, among other things, establish periods during which funds relating to Shares of such Series or Class may either not be withdrawn from the Fund or be withdrawn upon payment of a redemption penalty.

Section 6.8. Suspension of Redemption; Postponement of Payment. Each Participant, by its adoption of this Declaration of Trust, agrees that the Trustees may, without the necessity of a formal meeting of the Trustees, temporarily suspend the right of redemption or postpone the date of payment for redeemed Shares for all Series or Classes or any one or more Series or Classes for the whole or any part of any period (i) during which there shall have occurred any state of war, national emergency, banking moratorium or suspension of payments by banks in the State of Illinois or any general suspension of trading or limitation of prices on the New York or American Stock Exchange (other than customary weekend and holiday closings) or (ii) during which any financial emergency situation exists as a result of which disposal by the Fund of Fund Property is not reasonably practicable because of the substantial losses which might be incurred or it is not reasonably practicable for the Fund fairly to determine the value of its net assets. Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder as measured by its Shares or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustees shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of redemption or payment until the Trustees shall declare the suspension or postponement at an end, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in clause (i) or (ii) above shall have expired (as to which, the determination of the Trustees shall be conclusive). In the case of a suspension of the right of redemption or a postponement of payment for redeemed Shares, a Participant may either (i) withdraw its request for redemption or (ii) receive payment based on the net asset value existing after the termination of the suspension.

Section 6.9. Minimum Redemption. There shall be no minimum number of Shares which may be redeemed at any one time at the option of a Participant, unless authorized by a resolution of the Board of Trustees and specified in the Information Statement; provided, however, that no request by a Participant for the redemption of less than one whole Share need be honored.

Section 6.10. Defective Redemption Requests. In the event that a Participant shall submit a request for the redemption of a greater number of Shares than are then allocated to such Participant, such request shall not be honored and each Participant, by its adoption of this Declaration of Trust, agrees that the Trustees shall have full and complete power to redeem an amount of the Shares allocated to such Participant, at a redemption price determined in accordance with Section 6.7 hereof, sufficient to reimburse the Fund for any fees, expenses, costs or penalties actually incurred by the Fund as a result of such defective redemption request.

ARTICLE VII. RECORD OF SHARES

Section 7.1. Share Register. The Share Register shall be kept by or on behalf of the Trustees, under the direction of the Trustees, and shall contain for each series (i) the names and addresses of the Participants, (ii) the number of Shares representing their respective beneficial interests hereunder and (iii) a record of all allocations and redemptions thereof. Such Share Register shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose allocation of Shares is recorded on such Share Register shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address to such officer or agent of the Fund as shall keep the Share Register for entry thereon.

Section 7.2. Registrar. The Trustees shall have full and complete power to employ a registrar. Unless otherwise determined by the Trustees, the Share Register shall be kept by the Administrator which shall serve as the registrar for the Fund. The registrar shall record the original allocations of Shares in the Share Register. Such registrar shall perform the duties usually performed by registrars of certificates and shares of stock in a corporation, except as such duties may be modified by the Trustees.

Section 7.3. Owner of Record. No Person becoming entitled to any Shares in consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or otherwise, by operation of Law, shall be recorded as the Participant to which such Shares are allocated and shall only be entitled to the redemption value of such Shares. Until the Person becoming entitled to such redemption value shall apply for the payment thereof and present any proof of such entitlement as the Trustees may in their sole discretion deem appropriate, the Participant of record to which such Shares are allocated shall be deemed to be the Participant to which such Shares are allocated for all purposes hereof, and neither the Trustees nor the registrar nor any officer or agent of the Fund shall be affected by any notice of such merger, reorganization, consolidation, bankruptcy, insolvency or other event.

Section 7.4. No Transfers of Shares. The beneficial interests measured by the Shares shall not be transferable, in whole or in part, other than to the Fund itself for purposes of redemption.

Section 7.5. Limitation of Fiduciary Responsibility. The Trustees shall not, nor shall the Participants or any officer, registrar or other agent of the Fund, be bound to see to the execution of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the Shares or any interest therein are subject, or to ascertain or inquire whether any redemption of such Shares by any Participant or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any Person as having any interest therein except the Participant recorded as the Participant to which such Shares are allocated. The receipt of the Participant in whose name any Share is recorded or of the duly authorized agent of such Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all liability to see to the proper application thereof.

Section 7.6. Notices. Any and all notices to which Participants hereunder may be entitled and any and all communications shall be deemed duly served or given if mailed, postage prepaid, addressed to Participants of records at their last known post office addresses as recorded on the Share Register provided for in Section 7.1 hereof.

ARTICLE VIII. TRUSTEES AND OFFICERS

Section 8.1. Number and Qualification. The governing body of the Fund shall be the Board of Trustees, the membership of which shall be determined as hereinafter provided. The number of Trustees shall be fixed from time to time by resolution of a majority of the voting Trustees then in office; provided, however, that the number of voting Trustees shall in no event be less than two or more than fifteen. Any vacancy created by an increase in the number of Trustees may be filled by the appointment of an individual having the qualifications described in this Section 8.1 made by a resolution of a majority of the Trustees then in office. Any such appointment shall not become effective, however, until the individual named in the resolution of appointment shall have (i) accepted in writing such appointment, (ii) agreed in writing to be bound by the terms of this Declaration of Trust, and (iii) if he is affiliated with a Public Agency, presented evidence in writing of the granting of an authorization by the Public Agency for him to serve as a Trustee. No reduction in the number of Trustees shall have the effect of removing any Trustee from office prior to the expiration of his term. Whenever a vacancy in the number of Trustees shall occur, until such vacancy is filled as provided in Section 8.5 hereof, the Trustees or Trustee continuing in office, regardless of their number, shall have all the power granted to the Trustees and shall discharge all the duties imposed upon the Trustees by this Declaration of Trust. A Trustee shall be an individual who is not under legal disability and who is either (i) a member of the corporate authorities of a Participant, (ii) a Treasurer, or other financial officer of a Participant, or (iii) any other duly authorized individual affiliated with a Participant. There shall be no more than one Trustee affiliated with any one Public Agency; provided, however, that no Trustee shall be disqualified from serving out an unexpired term by reason of such prohibition. The Trustees, in their capacity as Trustees, shall not be required to devote their entire time to the business and affairs of the Fund.

Section 8.2. Organizational Trustees. By the initial execution of this Declaration of Trust, the Initial Participants appointed the following two individuals to serve as Trustees until the first annual meeting or vote of the Participants and until their successors had been elected and qualified.

<u>Name</u>	<u>Address</u>	<u>Affiliation</u>
William R. Farley	130 West Park Avenue Wheaton, IL 60187	Community Unit School District 200
Arnold C. Uhlig	10114 Gladstone Westchester, IL 60154	Proviso Township Schools

Section 8.3. Term and Election. Each Trustee named herein, or elected or appointed as provided in Section 8.1 or 8.3 hereof, shall (except in the event of resignations or removals or vacancies pursuant to Section 8.4 or 8.5 hereof) hold office until his successor has been elected at such meeting or pursuant to such vote and has qualified to serve as Trustee. The Trustees shall be divided into three classes, as equal in number as practicable, so arranged that the term of one class shall expire at the respective annual meetings or votes of Participants held following the conclusion of each fiscal year of the Fund. At all annual meetings or votes a class of Trustees shall be elected to serve for a term of three (3) years and until their successors shall be elected and qualify. Any addition made to the number of Trustees, except at a meeting or pursuant to a vote of the Participants, shall be made only for a term expiring at the next annual meeting or vote of the Participants or until a successor shall be elected and qualify. At the annual meeting or vote of the Participants next following any addition to the number of Trustees, or, in the case of any addition to the number of Trustees made at an annual meeting or pursuant to such vote of the Participants, at such meeting or pursuant to such vote, the terms of the additional Trustees shall be fixed so that, as nearly as shall be practicable, an equal number of terms shall expire at each annual meeting or vote of the Participants. Trustees may succeed themselves in office. Election of Trustees at an annual meeting or in an annual vote shall be by the affirmative vote of at least a majority of the Participants entitled to vote present in person or by proxy at such meeting or voting in such annual vote. The election of any Trustee (other than an individual who was serving as a Trustee immediately prior to such election) pursuant to this Section 9.3 shall not become effective unless and until such person shall have (i) in writing accepted his election, (ii) agreed in writing to be bound by the terms of this Declaration of Trust, and (iii) if he is affiliated with a Public Agency, presented evidence in writing of the granting of an authorization by the Public Agency for him to serve as a Trustee.

Section 8.4. Resignation and Removal. Any Trustee may resign (without need for prior or subsequent accounting) by an instrument in writing signed by him and delivered to the chairperson, the vice chairperson or the secretary and such resignation shall be effective upon such delivery, or at a later date according to the terms of the notice. Any of the Trustees may be removed (provided that the aggregate number of Trustees after such removal shall not be less than the minimum number required by Section 8.1 hereof) with cause, by the action of two-thirds of the remaining Trustees. Upon the resignation or removal of a Trustee, or his otherwise ceasing to be a Trustee, he shall execute and deliver such documents as the remaining Trustees shall require for the purpose of conveying to the Fund or the remaining Trustees shall require for the purpose of conveying to the Fund or the remaining Trustees any Fund Property held in the name of the resigning or removed Trustee. Upon the incapacity or death of any Trustee, his legal representative shall execute and deliver on his behalf such documents as the remaining Trustees shall require as provided in the preceding sentence.

Section 8.5. Vacancies.

(a) The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, bankruptcy, adjudicated incompetence or other incapacity to exercise the duties of the office, or removal of a Trustee. In addition, a Person shall no longer be a Trustee and a vacancy shall be deemed to have occurred if: (i) a Trustee who is affiliated with a Public Agency ceases to be affiliated with the Public Agency, or (ii) the Public Agency with which the Trustee is affiliated ceases to be a Participant. If a Trustee who is affiliated with a

Public Agency shall no longer be affiliated with the Public Agency, or the Public Agency with which the Trustee is affiliated shall no longer be a Participant, such Person shall, upon the expiration of a sixty (60) day period following the occurrence of such event, no longer be a Trustee and a vacancy will be deemed to have occurred, unless such person shall have become affiliated with another Public Agency which is a Participant, within such sixty (60) day period and shall have presented evidence in writing of the granting of an authorization by the Public Agency with which he is then affiliated for him to serve as a Trustee.

(b) No such vacancy shall operate to annul this Declaration of Trust or to revoke any existing agency created pursuant to the terms of this Declaration of Trust, and title to any Fund Property held in the name of such Trustee and the other Trustees, or otherwise, shall, in the event of the death, resignation, removal, bankruptcy, adjudicated incompetence or other incapacity to exercise the duties of the office of such Trustee, vest in the continuing or surviving Trustees without necessity of any further act or conveyance. In the case of an existing vacancy (other than by reason of an increase in the number of Trustees) at least a majority of the Participants entitled to vote, acting at any meeting or vote of the Participants called for the purpose, or a majority of the Trustees continuing in office acting by resolution, may fill such vacancy, and any Trustee so elected by the Trustees shall hold office for the remaining balance of the term for which vacancy said Trustee was elected to fill.

(c) Upon the effectiveness of any such appointment as provided in this Section 8.5, the Fund Property shall vest in such new Trustee jointly with the continuing or surviving Trustees without the necessity of any further act or conveyance; provided, however, that no such election or appointment as provided in this Section 8.5 shall become effective unless or until the new Trustee shall have (i) accepted in writing for his appointment, (ii) agreed to be bound by the terms of this Declaration of Trust, and (iii) if he is affiliated with a Public Agency, presented evidence in writing of the granting of an authorization by the Public Agency for him to serve as a Trustee.

Section 8.6. By-Laws. The Trustees may adopt and, from time to time, amend or repeal By-Laws for the conduct of the business of the Fund, and in such By-Laws, among other things, may define the duties of the respective officers, agents, employees and representatives of the Fund.

ARTICLE IX. DETERMINATION OF NET ASSET VALUE AND NET INCOME DISTRIBUTIONS TO PARTICIPANTS

Section 9.1. By-Laws to Govern Net Asset Value, Net Income and Distribution Procedures. The Trustees, in their absolute discretion, may prescribe and shall set forth in the By-Laws such basis and time for determining the per Share of Beneficial Interest net asset value of the Shares or net income, or the declaration and payment of distributions, as they may deem necessary or desirable. The methods of determining net asset value of Shares of each Series shall also be set forth in the Information Statement. The duty to make the calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate. The Trustees may adopt different methods for the determination of the net asset value of different Series of Shares.

ARTICLE X. CUSTODIAN

Section 10.1. Duties. The Trustees shall employ a bank or trust company organized under the Laws of the United States of America or the State of Illinois having an office in the State of Illinois and having a capital and surplus aggregating at least twenty-five million dollars (\$25,000,000) as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be contained in the By-Laws of the Fund to perform the duties set forth in the Custodian Agreement to be entered into between the Fund and the Custodian.

Section 10.2. Appointment. The Trustees shall have the power to select and appoint the Custodian for the Fund. The Custodian Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the Fund on no less than ninety (90) days' and no more than one hundred eighty (180) days' written notice to the Custodian.

Section 10.3. Sub-Custodians. The Trustees may also authorize the Custodian to employ one or more Sub-Custodians from time to time to perform such of the acts and services of the Custodian and upon such terms and conditions, as may be agreed upon between the Custodian and such Sub-Custodians and approved by the Trustees; provided, however, that, in every case, such Sub-Custodian shall be a bank or trust company organized under the Laws of the United States of America or one of the States thereof having capital and surplus aggregating at least twenty-five million dollars (\$25,000,000).

Section 10.4. Successors. In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Trustees shall appoint a successor thereto.

Section 10.5. Additional Custodians. The Trustees may in their discretion employ one or more Custodians in addition to the Custodian referred to in Section 10.1. Such additional Custodians shall be banks or trust companies organized under the Laws of the United States of America or any state thereof and having capital and surplus aggregating at least twenty-five million dollars (\$25,000,000). Such additional Custodian shall perform such duties (including duties applicable only to designated Series or Classes) as may be set forth in an agreement between the Fund and the additional Custodian.

ARTICLE XI. RECORDING OF DECLARATION OF TRUST

Section 11.1. Recording. This Declaration of Trust and any amendment hereto shall be filed, recorded or lodged as a document of public record in such place or places and with such official or officials as may be required by Law or as the Trustees may deem appropriate. Each amendment so filed, recorded or lodged shall be accompanied by a certificate signed and acknowledged by a Trustee stating that such action was duly taken in the manner provided for herein; and unless such amendment or such certificate sets forth some earlier or later time for the effectiveness of such amendment, such amendment shall be effective upon its filing. An amended Declaration of Trust, containing or restating the original Declaration and all amendments theretofore made, may be executed any time or from time to time by a majority of the Trustees and shall, upon filing, recording or lodging in the manner contemplated hereby, be

conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Declaration of Trust and the various amendments thereto. Notwithstanding the foregoing provisions of this Section 11.1, no filing or recordation pursuant to the terms of this Section 11.1 shall be a condition precedent to the effectiveness of this Declaration of Trust or any amendment hereto.

ARTICLE XII. AMENDMENT OR TERMINATION OF FUND; DURATION OF FUND

Section 12.1. Amendment or Termination.

(a) The provisions of this Declaration of Trust may be amended or altered (except as to the limitations on personal liability of the Participants and Trustees and the prohibition of assessments upon Participants), or the Fund may be terminated, at any meeting of the Participants or pursuant to any vote of the Participants called for that purpose, by the affirmative vote of a majority of the Participants entitled to vote, or, if permitted by applicable Law, by an instrument or instruments in writing, without a meeting, signed by a majority of the Trustees and a majority of the Participants; provided, however, that the Trustees may, from time to time, by a two-thirds vote of the Trustees, and after fifteen (15) days' prior written notice to the Participants, amend or alter the provisions of this Declaration of Trust, without the vote or assent of the Participants, to the extent deemed by the Trustees in good faith to be necessary to conform this Declaration to the requirements of applicable Laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction, but the Trustees shall not be liable for failing so to do, and the Trustees may, from time to time and without notice to nor the vote or assent of the Participants, make changes that do not adversely affect the rights of any Participant, to supply any omissions, or to cure, correct or supplement any ambiguous, defective or inconsistent provision hereof. In addition, a Series may be terminated by vote or written consent of not less than a majority of the Participants of that Series. Notwithstanding the foregoing, (i) no amendment may be made pursuant to this Section 12.1 which would change any rights with respect to any allocated Shares of the Fund by reducing the amount payable thereon upon liquidation of the Fund or which would diminish or eliminate any voting rights of the Participants, except with the vote or written consent of two-thirds of the Participants entitled to vote thereon; and (ii) no amendment may be made which would cause any of the investment restrictions contained in Section 4.2 hereof to be less restrictive without the affirmative vote of a majority of the Participants entitled to vote thereon.

(b) Upon the termination of the Fund pursuant to this Section 12.1:

(i) The Fund shall carry on no business except for the purpose of winding up its affairs;

(ii) The Trustees shall proceed to wind up the affairs of the Fund and all of the powers of the Trustees under this Declaration of Trust shall continue until the affairs of the Fund shall have been wound up, including, without limitation, the power to fulfill or discharge the contracts of the Fund, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Fund Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities, and

do all other acts appropriate to liquidate its affairs; provided, however, that any sale, conveyance, assignment, exchange, transfer or other disposition of all or substantially all of the Fund Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Participants entitled to vote thereon; and

(iii) After paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements as they deem necessary for their protection, the Trustees may distribute the remaining Fund Property of any Series, in cash or in kind or partly in each, among the Participants of such Series and each Class of such Series according to their respective proportionate allocation of Shares, taking into account their respective net asset values and the proper allocation of expenses being borne solely by any Series or any Class of Shares of a Series.

(c) Upon termination of the Fund and distribution to the Participants as herein provided, a majority of the Trustees shall execute and lodge among the records of the Fund an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be canceled and discharged.

(d) A certification in recordable form signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Participants or by the Trustees as aforesaid or a copy of the Declaration, as amended, in recordable form, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment.

Section 12.2. Power to Effect Reorganization. If permitted by applicable Law, the Trustees, by vote or written approval of a majority of the Trustees, may select, or direct the organization of, a corporation, association, trust or other Person with which the Fund may merge, or which shall take over the Fund Property and carry on the affairs of the Fund, and after receiving an affirmative vote of not less than a majority of the Participants entitled to vote at any meeting of the Participants, the notice for which includes a statement of such proposed action, the Trustees may effect such merger or may sell, convey and transfer the Fund Property to any such corporation, association, trust or other Person in exchange for cash or shares for securities thereof, or beneficial interest therein with the assumption by such transferee of the liabilities of the Fund; and thereupon the Trustees shall terminate the Fund and deliver such cash, shares, securities or beneficial interest ratably among the Participants of this Fund in redemption of their Shares.

Section 12.3. Duration. The Fund shall continue in existence in perpetuity, subject in all respects to the provisions of this Article XII.

ARTICLE XIII. MISCELLANEOUS

Section 13.1. Governing Law. This Declaration of Trust is adopted by the Participants and delivered in the State of Illinois and with reference to the Laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the Laws of said State of Illinois.

Section 13.2. Counterparts. This Declaration of Trust may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

Section 13.3. Reliance by Third Parties. Any certificate executed by an individual who, according to the records of the Fund or of any official or public body or office in which this Declaration of Trust may be recorded, appears to be a Trustee hereunder or the Secretary or the Treasurer of the Fund, certifying to: (i) the number or identity of Trustees or Participants; (ii) the due authorization of the execution of any instrument or writing; (iii) the form of any vote passed at a meeting of Trustees or Participants; (iv) the fact that the number of Trustees or Participants present at any meeting or executing any written instrument satisfies the requirements of this Declaration of Trust; (v) the form of any By-Law adopted by or the identity of any officers elected by the Trustees; or (vi) the existence of any fact or facts which in any manner relate to the affairs of the Fund, shall be conclusive evidence as to the matters so certified in favor of any Person dealing with the Trustees or any of them or the Fund and the successors of such Person.

Section 13.4. Provisions in Conflict with Law. The provisions of this Declaration of Trust are severable, and if the Trustees shall determine, with the advice of counsel, that any one or more of such provisions (the "Conflicting Provisions") are in conflict with applicable federal or Illinois Laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Declaration of Trust; provided, however, that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Declaration of Trust or render invalid or improper any action taken or omitted (including, but not limited to, the election of Trustees) prior to such determination.

Section 13.5. Gender; Section Headings.

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Declaration of Trust, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Declaration of Trust nor affect its meaning, construction or effect.

Section 13.6. Adoption by Public Agencies Electing to Become Additional Participants; Resignation of Participants.

(a) Subject to Section 13.6(b) any Public Agency meeting the requirements of Section 1.2 hereof, may become an additional Participant of this Fund by (i) taking any appropriate official action to adopt this Declaration of Trust, (ii) furnishing the Trustees with evidence of appropriate official action authorizing its treasurer or other duly authorized official of the Public Agency to act on its behalf with respect to the funds of the Public Agency, (iii) furnishing the Trustees with a certificate of a duly authorized officer of the Public Agency setting forth the names and specimen signatures of the officials of such Public Agency

authorized at the time of delivery of such certificate to act on behalf of such Public Agency in connection with the Public Agency's participation in the Fund, and (iv) furnishing the Trustees with a counterpart signature to this document, which signature shall evidence such additional Participant's entry into this intergovernmental agreement with the other Participants hereto. A copy of this Declaration of Trust may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Trustees. Adoption of a written investment policy that permits investment in the Fund will be deemed by the Trustees to constitute an adoption of this Declaration of Trust. Delivering an acknowledged copy of an instrument adopting the Declaration of Trust or the written investment policy shall constitute satisfactory evidence of the adoption contemplated by this Section 13.6.

(b) A Public Agency's admission as a Participant shall be subject to the approval of the Trustees, or of a duly appointed designee of the Trustees, but such approval shall not be unreasonably withheld.

(c) Any Participant may resign and withdraw from the Fund by sending a written notice to such effect to the Administrator and by requesting the redemption of all Shares then held by it. Such resignation and withdrawal shall become effective upon the receipt thereof by the Administrator. No resignation and withdrawal by a Participant shall operate to annul this Declaration of Trust and terminate the existence of the Fund.

**ILLINOIS INSTITUTIONAL INVESTORS TRUST
INTERGOVERNMENTAL COOPERATION
COUNTERPART SIGNATURE PAGE**

Acting in accordance with Section 13.6(a) of the Declaration, the undersigned delivers this counterpart signature page evidencing the undersigned's entry into an intergovernmental agreement with the other Participants to the Declaration.

Executed this ___ day of _____, 20__.

Signature

Name: _____

Agency Name: _____

Title: _____

**SUPPLEMENT DATED JULY 26, 2016 TO THE
ILLINOIS TRUST INFORMATION STATEMENT
DATED FEBRUARY 23, 2016**

This Supplement supplies additional information with respect to the *Illinois Portfolio*, a portfolio established by the Board of Trustees (the “Board”) of the Illinois Trust (the “Trust”) and should be read in conjunction with the Trust Information Statement dated February 23, 2016 as supplemented to date. Terms used in this Supplement shall be as defined in the Information Statement.

Please be advised that the Board approved the adoption of GASB 79 requirements at a meeting held on May 18, 2016. As a result of this adoption, the Board has determined, in consultation with the Investment Adviser, that it will manage the *Illinois Portfolio* in accordance with GASB 79 requirements, as applicable, for continued use of amortized cost.

The date of this Supplement is July 26, 2016.

THIS IS A SUPPLEMENT TO THE INFORMATION STATEMENT DATED FEBRUARY 23, 2016. IT PROVIDES ADDITIONAL INFORMATION ABOUT THE TRUST. A COMPLETE INFORMATION STATEMENT, INCLUDING ALL SUPPLEMENTS, IS AVAILABLE UPON REQUEST BY CONTACTING A TRUST REPRESENTATIVE AT (800) 731-6870 FOR THE IIIT CLASS AND (800) 731-6830 FOR THE IPDLAF+ CLASS OF THE ILLINOIS PORTFOLIO.

PLEASE RETAIN THIS SUPPLEMENT FOR FUTURE REFERENCE.

Illinois Trust

Information Statement

February 23, 2016



A comprehensive cash
management program
exclusively for
Illinois Public Agencies.

Illinois Portfolio-IIIT Class
Illinois Portfolio-IPDLAF+ Class
Illinois TERM Portfolio

CONTENTS

Part 1

Part 1 presents key facts about the Portfolios and Programs of the Trust, including information on costs, minimums, policies, and how to place transaction orders. Part 1 is descriptive, not definitive, and is qualified by the information contained in Part 2.

Portfolio Summaries

Illinois Portfolio	1
Illinois TERM Portfolio	4

Additional Fund Programs

Overview	6
Certificates of Deposit Investment Program	6
Eligible CDs	6
Redemption of Program CDs	6
SAM (Separate Account Management) Program	6
BAM (Bond Account Management) Program	6
Main Risks	7
Additional Program Compensation	7
Management	7
Tax Information	7

Investing

Opening an Account	8
Buying Shares—Illinois Portfolio (IIIT Class and IPDLAF+ Class)	9
Redeeming Shares – Illinois Portfolio (IIIT Class and IPDLAF+ Class)	11
Buying Shares—Illinois TERM Portfolio	13
Redeeming Shares—Illinois TERM Portfolio	13
Policies Concerning Withdrawals	14
General Policies	14
Tax Information	14
Financial Highlights	14

Part 2

Information Statement Addendum

Part 2 contains supplemental information to Part 1. Some of this information further defines or qualifies information presented in Part 1. There is also information on additional topics, such as the history of the Trust. Parts 1 and 2 together constitute the offering document for the Portfolios and Programs.

General Information

The Trust	15
History and Description of the Trust	15
The Declaration	15
Operating Policies	17
Services	17
Opening an Account	18
Election and Duties of the Trustees	18
Service providers	19

The Portfolios

Information Common to All Portfolios	21
Information Specific to the Illinois Portfolio	25
Information Specific to the Illinois TERM Portfolio	28

The Programs

Information Common to All Programs	29
Information Specific to the Certificates of Deposit Investment Program	29
Information Specific to the SAM Program	31
Information Specific to the BAM Program	32

Terms Used in this Document

BAM Program Bond Account Management Program.

Business Day Any day on which both the bond market (as determined by the Securities Industry and Financial Markets Association "SIFMA") and the Custodian are open for business. The Portfolios or Programs may close early on any days when the bond market closes early. In light of anticipated limited availability for money market securities and fixed income settlement capacity limitations, the Portfolios will not be open for business on Good Friday even if the primary trading markets are open.

Certificates of Deposit Investment Program CD Purchase Program.

Code Internal Revenue Code of 1986 (as amended).

Custodian U.S. Bank National Association or the designated bank, agent, or trust company, responsible for safeguarding financial assets of the Illinois Trust and its portfolios

Declaration The Declaration of Trust through which the Trust was created.

EON - Easy online network. The Investment Adviser's web-based information and transaction service.

FDIC Federal Deposit Insurance Corporation

Investment Adviser PFM Asset Management LLC, the Trust's Investment Adviser, Administrator and transfer agent.

Investor A shareholder of one or more Portfolios of the Trust.

NCUA National Credit Union Association. An independent agency of the United States government that regulates, charters and supervises federal credit unions.

NCUSIF National Credit Union Share Insurance Fund. NCUA operates and manages NCUSIF. Backed by the full faith and credit of the U.S. government, the NCUSIF insures the accounts of millions of account holders in all federal credit unions and the vast majority of state-chartered credit unions.

Portfolios The Illinois Portfolio (including IIIT Class and IPDLAF+ Class) and Illinois TERM Portfolio. "Portfolio" refers to each specific section of this document in which it is used to describe the features of that particular Trust Portfolio.

Programs The CD Purchase Program, BAM Program and SAM Program, as applicable.

Program Participant An entity who uses the services of one or more Programs of the Trust.

SAM Program Separate Account Management Program.

Separate Account A separately managed account provided through the SAM or BAM Program.

Sponsors Illinois Association of Park Districts and the Illinois Park and Recreation Association. *IPDLAF+ Class only.*

Trust The Illinois Trust, a trust organized under the state of Illinois, currently comprised of the Illinois Portfolio and the Illinois TERM Portfolio.

Trustees Members of the Board of Trustees of the Trust.

Portfolio Summaries

Illinois Portfolio *IIIT Class, IPDLAF+ Class*

Investment Objective

To earn the highest income consistent with preserving principal and maintaining liquidity, and to maintain a stable \$1.00 net asset value ("NAV").

Principal Investment Strategies

The Illinois Portfolio (the "Portfolio") invests exclusively in high-quality money market instruments all of which are permitted investments pursuant to the Illinois Public Funds Investment Act, 30 ILCS 235/1 *et seq.* Investments include but are not limited to:

- Obligations of the U.S. Government and its Agencies and Instrumentalities
- Repurchase agreements involving obligations of the U.S. Government and its Agencies and Instrumentalities
- Certain obligations of financial institutions, including certificates of deposit issued by FDIC-insured banks
- Negotiable Certificates of Deposit
- Commercial Paper
- Bankers' Acceptances
- Obligations of banks
- Floating-rate and variable-rate obligations
- Money market mutual funds and other pooled investment vehicles that observe certain investment restrictions

The Investment Adviser may adjust exposure to interest rate risk, typically seeking to protect against possible rises in interest rates and to preserve yield when interest rates appear likely to fall.

The Portfolio is designed to maintain a dollar-weighted average maturity of no more than 60 days and a dollar-weighted average life (final maturity, adjusted for demand features but not interest rate adjustments) of no more than 120 days. In addition, it only buys investments that have either a final or effective maturity (or, for repurchase agreements, a remaining term) of 397 days or less.

Main Risks

As with any similar pooled investment, there are several factors that could hurt the Portfolio's performance, cause you to lose money, or cause the Portfolio's performance to be less than that of other investments.

- **Interest rate risk** When short-term interest rates fall, the Portfolio's yield is likely to fall. When interest rates rise, especially if the rise is sharp or unexpected, the Portfolio's share price could fall.
- **Credit risk** The issuer of a security could fail to pay interest or principal in a timely manner. The credit quality of the Portfolio's holdings could change rapidly in certain markets, and the default or decline in credit quality of even a single investment could cause the Portfolio's share price to fall.
- **Liquidity risk** The Portfolio's share price could fall during times when there are abnormal levels of redemption requests or markets are illiquid.
- **Management risk** Performance could be hurt by decisions made by the Investment Adviser, such as choice of investments or timing of buy/sell decisions.

An investment in the Portfolio is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Portfolio seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the Portfolio.

Illinois Trust
Information Statement — February 23, 2016

Management

Investment Adviser PFM Asset Management LLC.

The Portfolio has two share classes, each with its own expenses, returns, account minimums, and other policies and services. The features of each class are summarized below.

Fees and Expenses

These are the fees and expenses you will pay when you buy and hold shares in each share class of this Portfolio. The figures shown here do not reflect the effects of any voluntary expense reductions. Going forward, actual expenses may be higher or lower.

Annual Portfolio Operating Expenses

(Fees and expenses shown are gross numbers based on the prior year's audited financial statements and may be subject to certain fee waivers.)

IIIT Class Shares

Management and administrative fees	0.25%
Other operating expenses	0.08%
Total annual class operating expenses	0.33%

IPDLAF+ Class Shares*

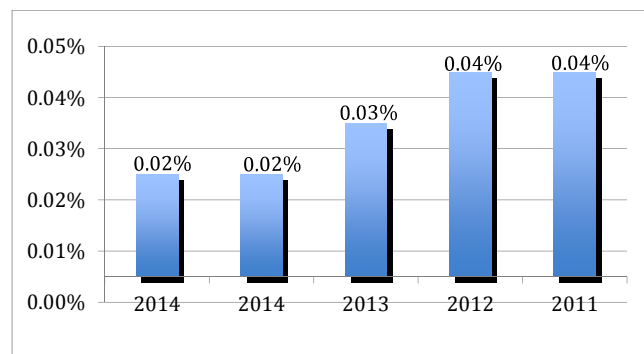
Management and administrative fees	0.25%
Other operating expenses	0.16%
Total annual class operating expenses	0.41%

Past Performance

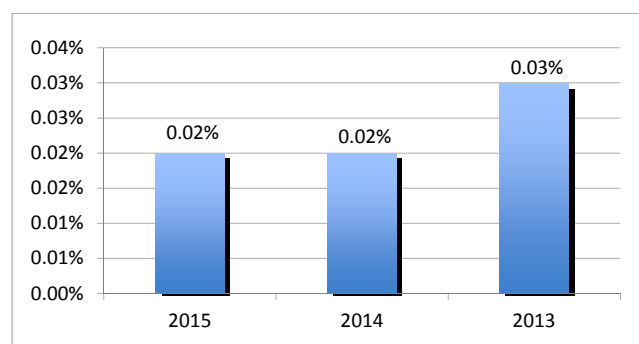
All performance figures shown here assume that dividends were reinvested. Figures shown are for the five most recent audited fiscal years. For current yield information, call (800) 731-6870 for the IIIT Class and (800) 731-6830 for the IPDLAF+ Class. Past performance may not indicate future results.

Fiscal Year Ended September 30th Total Returns (%)

IIIT Class Shares



IPDLAF+ Class Shares*



**The IPDLAF Class of the Illinois Portfolio commenced operations on February 27, 2012 when the Trust acquired all of the assets and liabilities of the Illinois Park District Liquid Asset Fund Plus in exchange for shares of the newly created IPDLAF+ Class of the Illinois Portfolio. The Illinois Park District Liquid Asset Fund Plus was subsequently dissolved as a legal entity."*

Illinois Trust
Information Statement — February 23, 2016

Purchase and Sale of Portfolio Shares

IIIT Class

Minimum Initial Investment \$1.00

Minimum Account Balance \$1.00

Minimum Holding Period 1 day

You can place orders to buy or sell IIIT Class shares by wire, automated clearing house (ACH), internal transfers or by check. Notification of these purchases may be made by telephone, by mail, by fax, or via EON, our web-based information and transaction service.

IPDLAF+ Class

Minimum Initial Investment \$1.00

Minimum Account Balance \$1.00

Minimum Holding Period 1 day

You can place orders to buy or sell IPDLAF+ Class shares by wire, automated clearing house (ACH), internal transfers or by check. Notification of these purchases may be made by telephone, by mail, by fax, or via EON, our web-based information and transaction service.

Placing Orders

To place orders, contact us at:

IIIT Class

Online www.iiit.us

Phone 800-731-6870

IPDLAF+ Class

Online www.ipdlaf.org

Phone 800-731-6830

Orders can be processed the same Business Day if they are received and accepted by the Investment Adviser by 1:00 p.m. Central Time and (for purchases) if the Portfolio's Depository Bank receives federal funds by wire prior to the close of business. Otherwise, they are processed on the next Business Day. ACH transfer orders are processed on the next Business Day if requested by 1:00 p.m. Central Time. Otherwise, they are processed on the second Business Day after the Business Day on which they are received.

For more complete information on buying and selling shares, see "Buying Shares" and "Redeeming Shares." For information on the potential tax consequences of investing in the Portfolio, see "Tax Information."

Illinois Trust
Information Statement — February 23, 2016

Illinois TERM Portfolio

Investment Objective

To provide an investment subject to pre-set redemptions occurring from 60 days to one year from the time of investment, and that will produce the highest earnings consistent with maintaining principal at maturity and meeting the redemption schedule. The Illinois TERM Portfolio seeks to assure the return of principal on the planned maturity date, although principal value may fluctuate prior to that date, and therefore may be greater or less than \$1.00 a share. There is a penalty for early withdrawal, and NAV may be more or less than \$1.00 a share.

Fees and Expenses

These are the fees you may pay when you buy and hold shares in Illinois TERM.

Annual Portfolio Operating Expenses (Fees and expenses shown may be subject to certain fee waivers)

Management and administrative fees	0.25%
------------------------------------	-------

Additional expenses attributable to a specific TERM portfolio series are borne by that series, while expenses of the Trust are allocated based on the relative net assets of each series when such expenses are incurred. Total operating expenses of a particular Illinois Term series may vary.

Illinois TERM may charge significant penalties for any redemptions prior to the agreed-upon redemption date. As the penalty charged is based on actual costs incurred in effecting the redemption and protecting the interests of other Portfolio Investors, the actual amount of the penalty cannot be stated in advance.

Principal Investment Strategies

Illinois TERM invests exclusively in high quality money market instruments all of which are permitted investments pursuant to the Illinois Public Funds Investment Act, 30 ILCS 235/1 *et seq.* Investments include but are not limited to:

- Obligations of the U.S. Government and its Agencies and Instrumentalities
- Repurchase agreements involving obligations of the U.S. Government and its Agencies and Instrumentalities

- Certain obligations of financial institutions, including certificates of deposit issued by FDIC-insured banks
- Negotiable Certificates of Deposit
- Commercial Paper
- Bankers' Acceptances
- Obligations of banks
- Floating-rate and variable-rate obligations
- Money market mutual funds and other pooled investment vehicles that observe certain investment restrictions

Main Risks

As with any similar pooled investment, there are several factors that could hurt the Portfolio's performance, cause you to lose money, or cause the Portfolio's performance to trail that of other investments.

- **Credit risk** The issuer of a security could fail to pay interest or principal in a timely manner. The credit quality of an Illinois Term portfolio's holdings could change rapidly in certain markets, and the default or decline in credit quality of even a single holding could cause the portfolio's share price to fall.
- **Early redemption risk** Early redemption penalties charged to an Investor by Illinois Term could reduce or eliminate investment gains, and could mean that the amount that Investor receives back is less than the initial investment.
- **Management risk** Performance could be hurt by decisions made by the Investment Adviser, such as choice of investments or investment maturities or timing of buy/sell decisions.

An investment in Illinois TERM is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Portfolio seeks to preserve the value of your investment on the planned redemption date at \$1.00 per share, it is possible to lose money by investing in Illinois TERM.

Illinois Trust Information Statement — February 23, 2016

Past Performance

The performance of each individual series of the Portfolio may vary. For current rates, call (800) 731-6870 for the IIIT Class and Illinois TERM and (800) 731-6830 for the IPDLAF+ Class and Illinois TERM. Past performance may not indicate future results.

Management

Investment Adviser PFM Asset Management LLC

Purchase and Sale of Portfolio Shares

Minimum Initial Investment \$100,000.

Minimum Subsequent Investment \$100,000.

Minimum Account Balance \$100,000.

Minimum Term 60 days. Premature withdrawal may result in a penalty.

Maximum Term 1 year.

Placing Orders

You can purchase shares of the Portfolio by redeeming shares in an Illinois Portfolio, IIIT Class or IPDLAF+ Class account. When your investment in the Portfolio matures, or if you redeem shares prior to maturity, funds will be reinvested in Illinois Portfolio IIIT Class or IPDLAF+ Class shares. Please call the Investment Adviser for an indication of projected yield, fees, and expenses.

For more complete information on buying and selling shares, see "Buying Shares" and "Redeeming Shares." For information on the potential tax consequences of investing in the Portfolio, see "Tax Information."

Additional Fund Programs

Overview

From time to time the Investment Adviser may, at the request or with the approval of the Trustees, make other services or programs available to Investors of the Trust. Investors are advised that these additional services and programs are separate from the investment programs encompassed by the Trust, and the Trustees of the Trust take no responsibility for such services or programs. The parties offering such programs are solely responsible for them, and questions regarding any such service or program should be directed to the party offering it. The interests held under any Additional Program are in the name of the respective Investors and are not part of the assets of any series of the Trust.

At present, the Investment Adviser offers to Trust Investors a Certificates of Deposit Investment Program, a SAM Program, and a BAM Program. *These programs are separate from the Trust's investment program and its Board takes no responsibility for them. Investors that opt to take advantage of these programs must enter into a separate agreement with the Investment Adviser.*

For further information about each Program, contact the Investment Adviser.

Certificates of Deposit Investment Program

CDs available through the Certificates of Deposit Investment Program are issued by institutions whose deposits are insured by the FDIC or NCUSIF within limits prescribed by law. FDIC or NCUSIF insurance is backed by the full faith and credit of the United States government. For each depositor that otherwise qualifies, interest and principal are fully insured up to the applicable insurance limit in effect at the time of purchase. In order to maintain FDIC or NCUSIF insurance coverage of both principal and interest on CDs purchased through the Certificates of Deposit Investment Program, CDs may only be purchased in amounts so that the total value of the CD and all interest thereon will not exceed the applicable FDIC or NCUSIF insurance limit. For purposes of providing advice on CDs, the Investment Adviser will assume, unless the Program Participant informs the Investment Adviser to the contrary, that the Program Participant is entitled to the applicable FDIC or NCUSIF insurance on each CD purchased through the Program.

Additional information regarding FDIC or NCUSIF coverage limits and requirements can be found at: www.myFDICinsurance.gov and www.ncu.gov.

Eligible CDs

The Investment Adviser seeks to ensure that each Program Participant's CD investments are entirely covered by FDIC insurance. The Investment Adviser also reviews the financial condition of each financial institution whose CDs are being offered under the program.

Redemption of Program CDs

On the maturity date, redemption proceeds will automatically be wired to your Illinois Portfolio IIIT Class or IPDLAF+ Class account.

Separate Account Management (SAM)

In the SAM program, the Investment Adviser works closely with each Program Participant to create a comprehensive investment strategy and individual portfolio for operating funds and reserves of the Program Participant. Each SAM account is created by the Investment Adviser following a review of budget and cash flow projections and schedules of the Program Participant. SAM accounts can be managed on either discretionary or non-discretionary basis. Program Participants participating in the SAM program receive a cash flow review, investment policy review and assistance in determining acceptable benchmarks, in addition to other cash management services (during the term of the investment advisory agreement). SAM is designed to apply to all or a substantial portion of a Program Participant's budget on an annual basis.

Bond Account Management (BAM)

In the BAM program, the Investment Adviser works closely with the Program Participant to create a comprehensive investment strategy and portfolio for the Program Participant while focusing on the project's disbursement needs. In addition, the Investment Adviser offers arbitrage rebate services, investment policy review and development, cash flow modeling, and cash management services.

Illinois Trust Information Statement — February 23, 2016

Main Risks

There are several risk factors that you bear directly as a Certificates of Deposit Investment Program Participant.

- **Credit risk** The issuer of a CD could fail to pay interest or repay principal in a timely manner. In such a case, the amount and the timing of any repayment may depend on the FDIC or NCUSIF.
- **FDIC or NCUA risk** If the FDIC or NCUSIF fails to honor its stated coverage of CDs purchased through the Certificates of Deposit Investment Program, you would be solely responsible for resolving the matter with the insuring party and would bear any losses.
- **Eligibility risk** The Certificates of Deposit Investment Program does not actively monitor any Program Participant's eligibility for FDIC or NCUSIF coverage or the eligibility of any particular CD for any Program Participant. The Program Participant is solely responsible for notifying the Investment Adviser about outside investments that may have an adverse effect on assets invested through the Certificates of Deposit Investment Program.
- **Excess deposit risk** Because the Certificates of Deposit Investment Program can not actively monitor deposits of any type that are made outside the Program, your total deposits with a financial institution could exceed FDIC or NCUSIF coverage limits, leaving you exposed to potential losses should the financial institution be unable to honor its commitments to depositors.
- **Early redemption risk** CDs are not liquid and may be subject to early redemption. Early redemption penalties charged by the CD issuer could reduce or eliminate any earnings, and could mean that the amount you get back is less than your initial purchase amount.

There are also risks that you bear directly as a SAM/BAM Program Participant:

- **Interest rate risk** When short-term interest rates fall, the market value of any fixed rate investment is likely to rise. When interest rates rise, especially if the rise is sharp or unexpected, a security's market value is likely to fall.
- **Credit risk** The issuer of a security could fail to pay interest or principal in a timely manner. The credit quality of any security could change rapidly in certain markets, and the default or decline in credit quality of even a single holding could cause the overall value of program securities to fall.
- **Liquidity risk** The value of program securities could fall during times when markets are illiquid.

- **Management risk** Performance could be hurt by decisions made by the Investment Adviser, such as choice of investments.

Additional Program Compensation

The fees for the Additional Programs are negotiated directly by the Investment Adviser with the Program Participant and determined after a review of various factors. The Investment Adviser has agreed with the Trust that investment advisory, administrative and marketing fees for the SAM Program shall not exceed 12 basis point (0.12%) of the daily assets under management of each SAM portfolio, subject to a minimum investment advisory fee of \$25,000 for all SAM portfolios. The Investment Adviser has agreed with the Trust that the investment advisory fees for the BAM Program shall also be determined under separate agreement with the Investment Advisor. The Investment Adviser has further agreed that investment advisory, administrative and marketing fees for the Certificates of Deposit Investment Program shall not exceed 25 basis points (0.25%) of the principal amount under management.

Management

Investment Adviser PFM Asset Management LLC

Custodian (*Applicable to the BAM Program only*)

Although Program Participants are free to choose a custodian, the Trust has arranged for its Custodian, U.S. Bank, to be available to serve as custodian for the assets of any BAM Program account. The Custodian holds cash and securities of each account in a separate account in the name of the applicable Program Participant. The Custodian does not participate in investment decisions.

Tax Information

We suggest that you check with your tax advisor before purchasing CDs or any other investments. Relevant considerations may include:

- Section 115(1) of the Code, which provides that the gross income of a state or political subdivision does not include income derived from the exercise of any essential government function.
- Section 148 of the Code (and related regulations) covering rebate requirements, which may apply to anyone investing tax-exempt bond proceeds.
- The arbitrage limitations or rebate requirements of section 148 of the Code (and related regulations), under which states and municipalities may be required to pay the U.S. Treasury a portion of earnings they derive from the investment of certain funds.

Investing

Opening an Account

Eligible Investors

In accordance with the Declaration of Trust establishing the Trust and applicable law, eligible Investors in the Trust include any public agencies including, but not limited to, counties, townships, cities, towns, villages, school districts, housing authorities and public water supply districts, to jointly invest funds in accordance with the laws of the State of Illinois. *The IPDLAF+ Class of the Illinois Portfolio is limited to Investors which are park districts, forest preserve districts, conservation districts and joint recreational programs and shares of the IIIT Class are available for investment by other eligible entities.*

Investor Accounts

The Trust does not issue share certificates. Instead, an account is maintained for each Investor by the Trust's Administrator acting as transfer agent. Each Investor's account will reflect the full and fractional shares of the Trust's Portfolio(s) that it owns. An Investor will be sent confirmations of each transaction in shares and monthly statements showing account balances.

Sub-Account Services

An Investor may open sub-accounts with the Trust for accounting convenience or to meet requirements regarding the segregation of funds. Sub-accounts can be established at any time. An Investor may call (800) 731-6870 for the IIIT Class and (800) 731-6830 for the IPDLAF+ Class for further information and to request the necessary forms.

Account Opening Process

To open an account, please call the Administrator (800) 731-6870 for the IIIT Class and (800) 731-6830 for the IPDLAF+ Class:

PFM Asset Management LLC
P.O. Box 11760
Harrisburg, PA 17108-11760

Upon approval of a new account application, an account number will be provided to the Investor within twenty-four hours.

Shares of the Trust may be purchased on any Business Day by contacting the Administrator.

The Trust reserves the right to reject any investment and to limit the size of an Investor's account.

Illinois Trust
Information Statement — February 23, 2016

Buying Shares — Illinois Portfolio, IIIT Class and IPDLAF+ Class

Investors may invest in the IIIT Class and IPDLAF+ Class using EON, by telephone, by fax or by mail. Once an account has been opened, shares may be purchased by

next day transfer, same day wire, direct deposit or check as follows:

Method	Instructions	Additional information
Wire (same-day settlement)	<ul style="list-style-type: none"> ● Initiate a transaction online through EON, or by calling (800) 731-6870 for the IIIT Class and (800) 731-6830 for the IPDLAF+ Class before 1:00 p.m. Central Time, or by faxing request to 1-888-535-0120. ● Provide the following information: <ul style="list-style-type: none"> ● Investor's account name and account number ● Name of portfolio and share class ● Name of bank sending wire 	<ul style="list-style-type: none"> ● It is your responsibility as an Investor to ensure that immediately available funds are received by the Trust on the settlement date. ● The Trust does not charge a fee for receipt of these wires. However, an Investor's bank may charge for wiring funds. ● If funds are not available on the settlement date, you may be charged a fee.
Investor Initiated ACH transfer (settles next Business Day)	<ul style="list-style-type: none"> ● Before making your first transfer, call (800) 731-6870 for the IIIT Class and (800) 731-6830 for the IPDLAF+ Class and register for ACH transfers. ● Initiate an ACH transaction online through EON, by calling (800) 731-6870 for the IIIT Class and (800) 731-6830 for the IPDLAF+ Class before 1:00 p.m. Central Time, or by faxing a request to 1-888-535-0120. ● Shares may be purchased by requesting that the Administrator initiate an ACH transfer from an Investor's local bank account. All ACH requests must be reported to the Trust by 1:00 p.m. Central Time in order to begin earning interest in an Investor's account the following Business Day. 	<ul style="list-style-type: none"> ● Requests received after 1:00 p.m. Central Time will be initiated the next Business Day and will begin to earn interest two Business Days after the notice. ● Please contact the Administrator at (800) 731-6870 for the IIIT Class and (800) 731-6830 for the IPDLAF+ Class for appropriate forms and further details. ● The Trust does not charge fees for ACH transfers, and transferring banks generally do not impose fees for ACH transfers initiated by the Trust either.
Third-Party Initiated ACH Purchases	<ul style="list-style-type: none"> ● Shares may be purchased by Investors arranging to allow third-parties to directly deposit funds to their Investor account by ACH. Shareholders who want to permit such a purchase must submit certain information regarding the third-party, in writing, to the Trust's Administrator prior to the third-party initiating the ACH. ● Third-party initiated ACH purchases, reported by the Custodian to the Administrator by 1:00 p.m. Central Time will begin earning interest that same day. ● To arrange for third-party ACH purchases Investors can contact the Administrator by calling (800) 731-6870 for the IIIT Class and (800) 731-6830 for the IPDLAF+ Class. 	<ul style="list-style-type: none"> ● Third-party initiated ACH purchases reported by the Custodian to the Administrator after 1:00 p.m. Central Time will begin earning interest the next Business Day. ● Banks that originate ACH transactions cause the ACH to be initiated at least one Business Day prior to its being reported by the Custodian to the Administrator.

Illinois Trust
Information Statement — February 23, 2016

Method	Instructions	Additional information
Check (settles when the check is fully available)	<ul style="list-style-type: none"> ● Checks to purchase shares should be endorsed as follows: For deposit only Illinois Portfolio – IIIT Class or IPDLAF+ Class Further credit: (Entity name & Account number) ● If you have deposit tickets reflecting your entity name and all or part of your Trust account number, or generic Trust deposit tickets sent to you by the Trust, you may either bring your deposit to a US Bank branch or mail your deposit to: U.S. Bank N.A. Bank by Mail P.O. Box 1950 St. Paul, MN 55101-0950 	<ul style="list-style-type: none"> ● Shares will be issued when the check is fully credited to the applicable Illinois Portfolio Class account with the Custodian. This normally occurs within 1-3 Business Days after the Check Clearing Agent receives the check. ● An Investor should contact the Trust by calling the Administrator at (800) 731-6870 for the IIIT Class and (800) 731-6830 for the IPDLAF+ Class with any questions regarding purchasing shares via check.
Online	<ul style="list-style-type: none"> ● Investors may also purchase shares using the above methods via EON. Before making your first online transaction, submit both the Contact Record form and Permissions form, which may be obtained by calling the Administrator at (800) 731-6870 for the IIIT Class and (800) 731-6830 for the IPDLAF+ Class. ● Use EON to place wire or Investor-initiated ACH orders. 	

Illinois Trust
Information Statement — February 23, 2016

Redeeming Shares — Illinois Portfolio, IIIT Class & IPDLAF+ Class

You may withdraw all or any portion of the funds in your account by redeeming shares. Shares will be redeemed at the net asset value per share next determined after receipt of a request for withdrawal in proper form. This

determination is made at the conclusion of each Business Day. Funds may be withdrawn in any of the ways shown below.

Method	Instructions	Additional information
Wire (same-day settlement)	<ul style="list-style-type: none"> Initiate a wire online through EON, or call (800) 731-6870 for the IIIT Class and (800) 731-6830 for the IPDLAF+ Class, or fax the request to 1-888-535-0120 on any Business Day to request a withdrawal and the transfer of proceeds using banking instructions on file with the Trust. If your request is received before 1:00 p.m. Central Time, funds will be wired on that same day. Requests received after 1:00 p.m. Central Time will be processed on the following Business Day. 	<ul style="list-style-type: none"> You must notify us in writing of any changes to the specified banking instructions. The Trust does not charge for a same day wire, but an Investor's depository may.
Investor Initiated ACH transfer (next Business Day settlement)	<ul style="list-style-type: none"> Shares may be redeemed by requesting that the Administrator initiate an ACH transfer to an Investor's specified bank or vendor account. All ACH requests must be made to the Administrator by 1:00 p.m. Central Time to be available in the Investor's specified bank or vendor account the following Business Day. An Investor can initiate an ACH transfer by entering the request on EON, or by contacting the Administrator by calling (800) 731-6870 for the IIIT Class and (800) 731-6830 for the IPDLAF+ Class, or by faxing the request to 1-888-535-0120. 	<ul style="list-style-type: none"> ACH's will only be initiated if the instructions authorizing ACH transfers to the specified bank or vendor account have been submitted in writing to the Administrator prior to the request. Requests received after 1:00 p.m. Central Time will be initiated the next Business Day and be available in the specified bank or vendor account two Business Days after the notice.
Third-Party Initiated ACH Redemptions	<ul style="list-style-type: none"> Shares may be redeemed by Investors arranging to allow third-parties to directly withdraw from their Investor account by ACH. Shareholders who want to permit such a redemption must submit certain information regarding the third-party, in writing, to the Trust's Administrator prior to the third-party initiating the ACH. Third-party initiated ACH redemptions reported by the Custodian to the Administrator by 1:00 p.m. Central Time will effectuate a redemption of shares and transfer from the Shareholder's account that same day. To arrange for third-party ACH redemptions, Investors can contact the Administrator by calling (800) 731-6870 for the IIIT Class and (800) 731-6830 for the IPDLAF+ Class. 	<ul style="list-style-type: none"> Third-party initiated ACH redemptions reported by the Custodian to the Administrator after 1:00 p.m. Central Time will be available in the specified bank or vendor account the next Business Day. The third-party initiator must generally cause the ACH to be initiated one Business Day before the ACH is reported by the Custodian to the Administrator.

Illinois Trust
Information Statement — February 23, 2016

Method	Instructions	Additional information
Online	<ul style="list-style-type: none"> ● Investors may also redeem shares using the above methods via EON. Before making your first online transaction, submit both the Contact Record form and Permissions form, which may be obtained by calling the Administrator at (800) 731-6870 for the IIIT Class and (800) 731-6830 for the IPDLAF+ Class. ● Use EON to place wire or Investor-initiated ACH orders. 	<ul style="list-style-type: none"> ● Changes to withdrawal instructions must be received in writing by the Administrator in proper form.
Withdrawal of All Funds in Account	<ul style="list-style-type: none"> ● If at any time an Investor wishes to withdraw all of the funds in an account, the proceeds will be sent to the Investor by a Same Day Wire or Next Day Transfer according to the Investor's instructions. 	

Illinois Trust
Information Statement — February 23, 2016

Buying Shares — Illinois TERM

Once your application to open an Illinois TERM Portfolio account has been accepted, you may invest in the Portfolio either by authorizing the Investment Adviser to invest funds in an Illinois TERM Portfolio account or by reinvesting a matured Illinois TERM Portfolio investment. Prior to placing any order, call us to discuss the amount and term of your investment and to get information on the projected yield. Each investment will be given its own

projected yield. Yields may vary according to the term of the investment and the rates available at the time of investment.

The Investment Adviser may refuse any investment or limit the size of an investment.

Redeeming Shares — Illinois TERM

Funds may be withdrawn in any of the ways shown below.

Type of Redemption	Instructions	Additional information
Maturity	<ul style="list-style-type: none"> No action required. Redemption value will be reinvested in IIIT Class or IPDLAF+ Class shares (as applicable) at maturity date. 	<ul style="list-style-type: none"> Redemption value per share will equal the purchase price plus dividends (at the projected yield) minus any losses incurred by the series (not counting those resulting from premature redemptions).
Premature Redemption <i>Redemption prior to maturity date</i>	<ul style="list-style-type: none"> Send a letter to the Investment Adviser requesting redemption prior to maturity date. Alternatively, IIIT Class Investors can notify the Investment Adviser by calling (800) 731-6870 and IPDLAF+ Class Investors can call (800) 731-6830 and follow up with written confirmation of your instructions. 7 days after we receive your request, redemption value proceeds will be transferred to purchase IIIT Class or IPDLAF+ Class shares (as applicable). 	<ul style="list-style-type: none"> Premature redemption amounts must be for the entire investment or, for partial redemptions, must be in increments of \$10,000. Redemption value per share will equal the purchase price plus dividends earned to date minus any losses incurred by the series and any premature redemption penalty.
Planned Early Redemption <i>Redemption prior to maturity date</i>	<ul style="list-style-type: none"> At the time an order for shares is placed, Investors may submit a request for redemption on a Planned Early Redemption Date prior to the termination date for the series without the imposition of a penalty. Redemption value will be reinvested in IIIT Class or IPDLAF+ Class shares (as applicable) on the Planned Early Redemption date. 	<ul style="list-style-type: none"> The redemption value per share for shares being redeemed on a Planned Early Redemption Date is equal to the original purchase price for such shares plus dividends thereon, less such share's allocation of any losses incurred by the series (other than losses resulting from Premature Redemption of shares of the series).

Illinois Trust Information Statement — February 23, 2016

Policies Concerning Withdrawals

Suspending Withdrawals

The Trustees can suspend the right of withdrawal or postpone the date of payment if the Trustees determine that there is an emergency that makes the sale of a Portfolio's securities or determination of its net asset value not reasonably practical.

General Policies

Services to Investors

The Trust offers certain additional account features at no extra charge, including:

Statements Daily transaction confirmations are available only on EON. The Investment Adviser provides monthly statements showing the previous month's transactions, dividends paid and the account balance as of the statement date. The statements also indicate total year-to-date income earned. Monthly statements are also available through EON within two business days after month-end. Participants may elect to stop receiving statements by mail.

Information Services Toll-free telephone service is available to provide Investors with information including up-to-date account information and transaction history and to receive instructions for the investment or withdrawal of funds. IIIT Class Investors call (800) 731-6870 and IPDLAF+ Class Investors call (800) 731-6830.

Websites Account information and information regarding the Trust's Portfolios and Programs along with current news about the Trust can be found at www.iiit.us for IIIT Class Investors and www.ipdlaf.org for IPDLAF+ Investors. A password and user identification are required to initiate a transaction or access account information. The system can be accessed through the www.iiit.us and www.ipdlaf.org websites by selecting "Access Your Account." A password and user identification can be received by contacting the Administrator at (800) 731-6870 for the IIIT Class and (800) 731-6830 for the IPDLAF+ Class.

Rights we reserve

The Trust reserves the right, acting through its appropriate entity, to do any of the following:

- Add, change, or drop account minimums at any time without advance notice.
- Reject any investment or to limit the size of any Investor's account.
- Limit the frequency of purchases for any reason.

- Establish a minimum check amount, or terminate, suspend, or alter check writing privileges.

Tax Information

We suggest that you check with your tax advisor before investing in an Illinois Trust Portfolio or through any Trust Program.

Financial Highlights

The Portfolios' financial statements and financial highlights have been audited and are included in the Illinois Trust Annual Reports for the year end. The Annual Reports are available upon request.

Illinois Trust
Information Statement — February 23, 2016

Part 2 – Information Statement Addendum

General Information

The Trust

History and Description of the Trust

On September 27, 2011, the Board of Trustees of the former Illinois Institutional Investors Trust ("IIIT") approved an Agreement and Plan of Reorganization (the "Plan") between IIIT and the Illinois Park District Liquid Asset Fund Plus ("IPDLAF+"), which Plan was approved by the Board of Trustees of the IPDLAF+ on September 21, 2011. Until its dissolution effective February 27, 2012 in accordance with the Plan, IPDLAF+ was a common law trust established to provide an investment opportunity for Treasurers or other official custodians of the funds of Illinois park districts, forest preserve districts, conservations districts and joint recreational programs. IPDLAF+ has substantially the same investment objectives and policies of the Trust and PFM Asset Management LLC also serves as the Investment Adviser and Administrator of IPDLAF+.

On February 27, 2012, IIIT acquired the assets and liabilities of IPDLAF+. In conjunction with the Plan, IIIT was renamed Illinois Trust and the existing IIIT Portfolio was renamed Illinois Portfolio. Shares of the existing IIIT Portfolio became shares of the IIIT Class of the Illinois Portfolio and the existing IIIT TERM Portfolio was renamed Illinois TERM Portfolio. Additionally, existing shares of the Illinois Portfolio were exchanged for shares in the newly created IPDLAF+ Class of the Illinois Portfolio and IPDLAF+ was dissolved as a legal entity. The IPDLAF+ Class of the Illinois Portfolio is limited to Investors which are park districts, forest preserve districts, conservation districts and joint recreational programs and shares of the IIIT Class are available for investment by other eligible entities.

The Trust consists of the Illinois Portfolio (including the IIIT Class and IPDLAF+ Class) and the Illinois TERM Portfolio (including various TERM Series), (each a "Portfolio" or collectively, the "Portfolios"). The Illinois Portfolio seeks to provide Investors with high current income consistent with the preservation of capital and the maintenance of liquidity. Each Illinois TERM Series is a fixed rate, fixed-term investment that seeks to obtain a high rate of return. The Trust pursues these objectives by conducting a professionally managed investment program consistent with the policies and restrictions described below:

The Declaration

Each potential Investor in the Trust receives a copy of the Declaration of Trust before it becomes an Investor. Certain portions of the Declaration of Trust are summarized in this Information Statement. However, these summaries are qualified in their entirety by reference to the text of the Declaration of Trust.

Description of Shares. The Declaration of Trust authorizes the issuance of an unlimited number of non-transferable shares that may be used to represent the proportionate allocation among Investors of beneficial interest in the Trust. These shares do not entitle Investors to any preference, conversion, exchange or preemptive rights. No shares may be assigned or transferred to any person other than the Trust itself at the time of withdrawal. Furthermore, shares may not be pledged, hypothecated or otherwise encumbered by an Investor.

The Trustees, in their discretion, from time to time, may authorize the division of shares into two or more separate series and the division of any series into two or more separate classes of Shares, as they deem necessary and desirable. The different series or classes shall be established and designated, and the variations in the relative rights and preferences as between the different series or classes, shall be fixed and determined, by the Trustees, without the requirement of Investor approval. Each series shall relate to a separate portfolio of investments.

An Investor only receives earnings from the investments of the series or class in which it invests. The investment portfolio of each series is independent of the investment portfolio of each other series. In the event of the incurrence of a loss with respect to any series (whether of principal or interest), no contribution will be made to such series from the portfolio of any other series to offset such loss. No series constitutes security or collateral for any other series.

Illinois Trust
Information Statement — February 23, 2016

Voting. For all matters requiring a vote of Investors, each Investor is entitled to one vote with respect to each matter, regardless of the number of shares that the Investor holds. Investors are not entitled to cumulative voting or voting on a series-by-series or class-by-class basis.

Withdrawals. Pursuant to a request for withdrawal of shares from an Investor, in accordance with the procedures set forth in the Declaration of Trust, the Trust shall cause to be delivered to the Custodian a certificate signed on behalf of the Trust specifying the amount to be paid for the shares redeemed. A withdrawal request made by an Investor in the form of a check drawn upon its Trust account with Custodian is deemed to constitute the presentation of a certificate. Investors also may make withdrawals by written, telephonic or facsimile request in accordance with the procedures set forth in this Information Statement.

Distributions. In addition to distributions made pursuant to withdrawals by Investors, the Trustees may from time to time declare and pay to the Investors in those series or classes, in proportion to their respective ownership of shares, such supplementary distributions as they may determine necessary, out of the earnings, profits or assets in the hands of the Trustees. The declaration and payment of such supplementary distributions and the determinations of earnings, profits, and other funds available for such supplementary distributions or other purposes, shall lie wholly in the discretion of the Trustees and may be made at such time and in such manner as they, in their sole discretion, determine.

The Trustees may also allocate to the Investors in the IIIT Class and IPDLAF+ Class, in proportion to their respective ownership of shares, additional shares in such manner and on such terms as they may deem proper.

Any or all supplementary distributions will be made among the Investors of record at the time of declaring such distribution or among the Investors of record at such other date as the Trustees shall determine. Subject to the foregoing, an Investor may only receive such supplementary distribution from the investments of the series and/or class in which it participates.

Borrowing. The Trust may not borrow money or incur indebtedness except to facilitate as a temporary measure: (a) withdrawal requests which might otherwise require unscheduled dispositions of Portfolio investments; (b) for a period not to exceed one (1) business day, withdrawal requests pending receipt of collected funds from investments sold on the date of the withdrawal requests or withdrawal requests from Investors who have notified the Trust of their intention to deposit funds in their accounts on the date of the withdrawal request; or (c) for a period not to exceed one (1) business day, the purchase of Permitted Investments pending receipt of collected funds from Investors who have notified the Trust of their intention to deposit funds in their accounts on the date of the purchase of the Permitted Investments.

Investor Liability. The Declaration of Trust provides that Investors shall not be subject to any individual liability for the acts or obligations of the Trust and provides that every written undertaking made by the Trust shall contain a provision that such undertaking is not binding upon any of the Investors individually. The Trustees intend to conduct the operations of the Trust, with advice of counsel, in such a way as to avoid ultimate liability of the Investors for liabilities of the Trust.

Responsibility of Trustees, Officers and Agents. No Trustee, officer, employee or agent of the Trust (or other person who might be designated by the Trustees) is individually liable to the Trust, an Investor, an officer, an employee or an agent of the Trust, for any action or failure to act unless it is taken or omitted in bad faith or constitutes willful misfeasance or misconduct, reckless disregard of duty or gross negligence. All third parties shall look solely to the Trust property for the satisfaction of claims arising in connection with the affairs of the Trust.

Indemnification. Subject to certain conditions and limitations set forth in the Declaration of Trust, the Trust will indemnify each of its Trustees and officers, and employees and any other persons designated by the Trustees to receive such indemnification, against all liabilities and expenses (including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees) reasonably incurred by him or her in connection with the defense or disposition of any action, suit or other proceeding by the Trust or any other person, whether civil or criminal, in which he or she may be involved or with which he or she may be threatened, while in office or thereafter, by reason of his or her being or having been such a Trustee, officer, employee, agent or otherwise designated person, except as to any matter as to which he or she shall have been adjudicated to have acted in bad faith or with willful misfeasance or misconduct or reckless disregard of his or her duties or gross negligence.

Illinois Trust Information Statement — February 23, 2016

Amendment and Termination of the Declaration

Amendment of Declaration of Trust. The Declaration of Trust may be amended by the affirmative vote of a majority of the Investors present in person or by proxy entitled to vote or by an instrument in writing, without a meeting, signed by a majority of the Trustees and consented to by not less than a majority of the Investors entitled to vote. The Trustees may, from time to time, by a two-thirds vote of the Trustees, and after fifteen (15) days' prior written notice to the Investors, amend the Declaration of Trust without the vote or consent of the Investors, to the extent that they deem necessary to conform the Declaration of Trust to the requirements of applicable laws or regulations, or any interpretation thereof by a court or other governmental agency, but the Trustees shall not be liable for failing to do so.

Termination of the Declaration of Trust. The Trust may be terminated by the affirmative vote of a majority of the Investors present in person or by proxy entitled to vote at any meeting of Investors or by an instrument in writing, without a meeting, signed by a majority of the Trustees and consented to by a majority of the Investors entitled to vote. Upon the termination of the Trust and after paying or adequately providing for the payment of all of its liabilities, and upon receipt of such releases, indemnities and refunding agreements as they deem necessary for their protection, the Trustees may distribute the remaining Trust property, in cash or in kind or partly in cash and partly in kind, among the Investors according to their respective proportionate beneficial interests.

Operating Policies

The Trust has developed operating policies pertaining to deposits, withdrawals, check writing, stop payments and wire and other electronic transactions. These operating policies are available to all Investors and may be amended from time to time. These policies have been developed for the protection of the Trust and its Investors. The policies are integral to the operation of the Trust and are binding on the Investors and potential investors.

Services

Advisory Services. The Trust has entered into separate Investment Advisory Agreements with the Investment Adviser, pursuant to which the Investment Adviser manages the investment of the Trust's Portfolios, including the placement of orders for the purchase and sale of Portfolio securities. The Investment Adviser obtains and evaluates such information and advice relating to the economy and the securities market as it considers necessary or useful to manage continuously the assets of the Trust in a manner consistent with the investment objectives and policies of the Portfolios.

Portfolio Transactions. Subject to the general supervision of the Trustees, the Investment Adviser is responsible for the investment decisions and for placing the orders for portfolio transactions for the Trust. The Trust's portfolio transactions occur primarily with major dealers in money market and government instruments acting as principals. Such transactions are normally on a net basis, which do not involve payment of brokerage commissions. Transactions with dealers normally reflect the spread between bid and asked prices.

Although the Trust does not ordinarily seek, but may nonetheless make profits through short-term trading, the Investment Adviser may, on behalf of the Trust, dispose of any portfolio investment prior to its maturity if it believes such disposition is advisable. The Trust's policy of generally investing in instruments with maturities of less than one (1) year will result in high portfolio turnover. However, since brokerage commissions are not normally paid on the types of investments which the Trust may make, any turnover resulting from such investments should not adversely affect the net asset value or net income of the Trust.

The Investment Adviser seeks to obtain the best net price and most favorable execution of orders for the purchase and sale of portfolio securities. Where price and execution offered by more than one dealer are comparable, the Investment Adviser may, in its discretion, purchase and sell investments through dealers which provide research, statistical and other information to the Investment Adviser or to the Trust. Such supplemental information received from a dealer is in addition to the services required to be performed by the Investment Adviser under its agreement with the Trust, and the expenses of the Investment Adviser will not necessarily be reduced as a result of the receipt of such information.

Portfolio investments will not be purchased from or sold to the Investment Adviser or any affiliate of the Investment Adviser.

Customer Service. The Investment Adviser operates a toll-free telephone facility to be used by Investors or by local governments interested in becoming Investors. The Investment Adviser also develops and maintains the online access and transaction systems.

Transfer Agent, Dividend Disbursing Agent. The Investment Adviser maintains account records for each Investor, produces statements of account, calculates and distributes the net income, and processes all transactions.

Illinois Trust Information Statement — February 23, 2016

Administrator. The Trust has entered into a separate agreements with the Investment Adviser and its wholly-owned broker-dealer subsidiary, PFM Fund Distributors, Inc., to provide administrative and distribution services to the Trust.

The Investment Adviser maintains the books of the Portfolios; supervises, under the direction of the Trustees, all aspects of each Portfolio's operations; periodically updates and prepares the Trust's Information Statement; prepares the tax returns, financial statements and reports for all Portfolios; supervises and coordinates the activities of the custodian for the assets of the Portfolios; and provides office space, equipment, and personnel to administer the Trust.

The Investment Adviser maintains records of all securities owned, performs the bookkeeping for all sales and purchases, determines the daily, monthly and quarterly income distribution amounts, and under the direction of the Trustees determines each Business Day the net asset value of shares of the Portfolio, and determines the net asset value of shares of the Portfolio as necessary.

Marketing. The Administrator, through PFM Fund Distributors, Inc., which is a registered member of the Municipal Securities Rulemaking Board and the Financial Industry Regulatory Authority, also provides marketing services to the Trust. As part of those duties PFM Fund Distributors, Inc. has established a marketing team and a client services group with appropriate training, attends Trust seminars and conferences, provides advice regarding methods of seeking and obtaining additional Investors for the Trust, assists Investors in completing and submitting account application forms, assists in preparing and distributing information about the Trust and at least once each quarter, provides the Trustees with a summary of future marketing strategies.

PFM Fund Distributors, Inc. arranges and pays for costs of printing and distributing the Trust's Information Statements to eligible Investors and prepares and distributes other explanatory and promotional materials, provides technical assistance and guidance to eligible Investors considering use of the Trust as a cash management vehicle, and the Investment Adviser's personnel make visits to eligible Investors to present the facts about the Trust and to explain their use, advantages, and benefits.

Opening an Account

In general, to open an account, a public agency must join the Trust and become an Investor by adopting the Declaration of Trust/Intergovernmental Cooperation Agreement with other Trust Investors, completing the appropriate new account forms and submitting them to:

Illinois Trust - IIIT Class or IPDLAF+ Class
c/o PFM Asset Management LLC
P.O. Box 11760
Harrisburg, PA 17108-1760

The Trust will notify the public agency of its approval of the application(s) and the account number(s) assigned. There is no limit to the number of accounts that can be opened by an Investor. Additional Account Applications are available online at www.iiit.us or www.ipdlaf.org or by calling (800) 731-6870 for the IIIT Class and (800) 731-6830 for the IPDLAF+ Class.

Election and Duties of the Trustees

The Trustees have full, exclusive and absolute control and authority over the business and affairs of the Trust and the Trust's assets, subject to the rights of the Investors as provided in the Declaration. The Trustees may perform such acts as in their sole judgment and discretion are necessary and proper for conducting the business and affairs of the Trust or promoting the interests of the Trust. They oversee, review and supervise the activities of all consultants and professional advisers to the Trust.

Number. There are currently ten positions on the Board of Trustees. This number may be changed from time to time by resolution of the Trustees; however, the number of Trustees may never be less than two or more than fifteen.

Term. Unless otherwise agreed upon, each Trustee serves a term of three years and, as long as eligible, may be re-elected to any number of successive terms. In order to facilitate the smooth working of the Board of Trustees, the Trustees shall be divided into three classes, as equal in number as practicable, so arranged that the term of one class shall expire at the respective annual meetings or votes of Investors held following the conclusion of each fiscal year of the Trust. At all annual meetings or votes, a class of Trustees shall be elected to fill the class whose term then expires.

Illinois Trust Information Statement — February 23, 2016

Eligibility. Pursuant to the Declaration, an individual eligible to be a Trustee must be an authorized representative of a public agency which is an Investor of the Trust. An authorized representative includes a treasurer or other financial officer or any other person authorized by the Investor public agency.

Elections and Vacancies. Election of the Trustees is by the affirmative vote of a majority of the Investors at an annual meeting or annual vote of Investors, except when a Trustee is unable to complete the term to which such Trustee has been elected. If such vacancy occurs, the remaining Trustees will, by a majority vote, elect an eligible individual to serve for the balance of the term for which vacancy said Trustee was elected to fill.

Officers. The Trustees may elect two members of the Board of Trustees to serve as Chairperson and Vice Chairperson of the Trust. They may also elect two individuals, who need not be Trustees, to serve as Treasurer of the Trust and Secretary of the Trust. These officers (the "Officers") are elected annually by a majority vote of the Trustees.

Compensation. The Trustees serve without compensation, but they are reimbursed by the Trust for reasonable travel and other out-of-pocket expenses incurred in connection with their duties as Trustees.

Duties. The Trustees are responsible for the general policies and programs of the Trust. They are also responsible for the general supervision and administration of the business and affairs of the Trust. However, the Trustees are not required to devote their entire time to the affairs of the Trust and are not required to personally conduct all of the business of the Trust. Specifically, the Trustees oversee the investment program implemented by the Investment Adviser but do not make investment decisions for the Trust. Accordingly, consistent with their ultimate responsibility, the Trustees have appointed an administrator, an investment adviser, a distributor and a custodian bank to which the Trustees have assigned such duties as they deem to be appropriate.

Service Providers

Investment Adviser, Administrator, and Transfer Agent

PFM Asset Management LLC
222 North LaSalle, Suite 910
Chicago, Illinois 60601

PFM Asset Management LLC is registered under the Investment Advisers Act of 1940, as amended, and is under common ownership with Public Financial Management, Inc. ("PFM"), a financial advisory firm. PFM Asset Management LLC was established by the shareholders of PFM in July 2001 to conduct the investment advisory business in which PFM had been engaged since 1980. PFM Asset Management LLC personnel, and the investment management staff that serves the Trust, formerly employed by PFM, are now employed by the Investment Adviser. Together, PFM Asset Management LLC and PFM have acted as financial or investment advisers to thousands of cities, townships, boroughs, counties, school districts, and authorities and health and higher education institutions nationally. For additional information on the Investment Adviser, visit www.pfm.com.

As Investment Adviser, PFM Asset Management LLC is responsible for supervising each Portfolio's investment program, managing each Portfolio's assets, implementing any training programs approved by the Trustees, providing the Trustees with quarterly performance evaluations, maintaining the books and records of the Portfolios, and for selecting the CDs that are offered through the Certificates of Deposit Investment Program and the separate account securities for each SAM and BAM Program Participant.

PFM Asset Management LLC also provides certain administrative services to the Trust, such as:

- Calculating NAV of each Portfolio.
- Arranging for quarterly Trustees meetings.
- Overseeing the preparation of tax returns, reports to the Trustees, shareholder reports, regulatory filings.
- Coordinating the activities of other service providers.

In addition, PFM Asset Management LLC serves as transfer agent for the Portfolios. It receives, validates, and processes orders to buy and sell Portfolio shares.

In this document, the term "Investment Adviser" is used to indicate PFM Asset Management LLC, even when referring to them in their capacity as Administrator or Transfer Agent, if applicable.

Illinois Trust
Information Statement — February 23, 2016

Distributor

PFM Fund Distributors, Inc.
One Keystone Plaza, Suite 300
North Front & Market Streets
Harrisburg, PA 17101-2044

PFM Fund Distributors, Inc., a wholly owned broker-dealer subsidiary of PFM Asset Management LLC, offers shares of the Portfolios on a continuous basis. It is responsible for printing and distributing sales materials.

Custodian

U.S. Bank, N.A.
800 Nicollet Mall
Minneapolis, Minnesota 55402

Custodian. The Trust entered into a Custodian Agreement with U.S. Bank, N.A. The Trust's agreement with the Custodian remains in effect from year to year if approved annually by the Trustees or by a majority of the Investors. The agreement is not assignable without the Trust's prior written consent and may be terminated without penalty on sixty (60) days' written notice at the option of the Trustees or the Custodian.

Duties. The Custodian acts as safekeeping agent for the investment portfolios and also serves as the depository in connection with the direct investment and withdrawal mechanisms of the Trust. The Custodian does not participate in the Trust's investment decision making process. The Trust may invest in obligations of the Custodian and buy and sell Permitted Investments from and to it.

Additional Custodians. The Trustees or the Custodian may in their discretion employ one or more custodians in addition to the Custodian referred to above. Any such additional custodians must be institutions and entities as specified in Illinois law. Such additional custodians shall perform such safekeeping duties (including duties applicable only to a designated Portfolio) as may be set forth in an agreement between the Trust and the additional custodian. An additional custodian need not have an office in the State of Illinois.

Independent Auditor

PricewaterhouseCoopers LLP
300 Madison Avenue
New York, New York 10017

PricewaterhouseCoopers LLP serves as the Trust's independent auditor.

Legal Counsel

Schiff Hardin LLP
6600 Willis Tower
Chicago, Illinois 60606

Schiff Hardin LLP serves as legal counsel to the Trust.

The Sponsors

Sponsor Agreements. The Trustees have arranged with the Illinois Association of Park Districts ("IAPD") and the Illinois Park and Recreation Association ("IPRA" and collectively with "IAPD" the "Sponsors") to serve as the Sponsors of the Illinois Portfolio IPDLAF+ Class pursuant to agreements for services (the "Consulting Agreements"). The Consulting Agreements remain in effect until May 1, 2020, subject to annual approval by the Trustees. The Consulting Agreements may be terminated without penalty upon sixty (60) days' written notice by either party.

Sponsor Duties. The Sponsors provide consulting services to the Trust, as specified in each of the separately executed agreements, and assist in the preparation and dissemination of Trust information through the Trust's various publications. The Sponsors are paid fees for services to the Trust, as more fully described herein.

Illinois Trust
Information Statement — February 23, 2016

The Portfolios

Information Common to All Portfolios

The Investment Adviser maintains records of all Portfolio securities owned, performs the bookkeeping for all Portfolio sales and purchases, determines the daily and monthly Portfolio income distribution amounts, and under the direction of the Trustees determines the net asset value of shares of the Portfolio each Business Day.

Authorized Investments

The Trust is specifically designed for public agencies. Accordingly, its Portfolios invest solely in instruments in which public agencies are permitted to invest (“Permitted Investments”), all of which are permitted investment pursuant to the Illinois Public Funds Investment Act, 30 ILCS 235/1 et seq.: Such instruments currently include the following:

- (1) bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued or guaranteed by the full faith and credit of the United States of America as to principal and interest;
- (2) bonds, notes, debentures, or other similar obligations of the United States of America or its agencies or instrumentalities;
- (3) interest-bearing savings accounts, interest-bearing certificates of deposit, interest-bearing time deposits, bankers’ acceptances or any other investments constituting direct obligations of any bank that are permitted by applicable law. These investments may also be: (i) federally insured; or (ii) collateralized by any of the classes of securities permitted by the Illinois Public Trusts Investment Act. No more than 5% of the Illinois Portfolio’s assets may be invested in bankers’ acceptances of any one bank;
- (4) short-term obligations of corporations organized in the United States with assets exceeding \$500,000,000 if (i) such obligations are rated at the time of purchase at one of the 3 highest classifications established by at least two nationally recognized statistical rating organizations and which mature not later than 270 days from the date of purchase, (ii) such purchases do not exceed 10% of the corporation’s outstanding obligations and (iii) at the time of purchase no more than one-third of a Portfolio of the Trust may be invested in short term obligations of corporations;
- (5) money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual funds is limited to obligations described in paragraph (1) or (2) of this subsection and to agreements to repurchase such obligations;
- (6) repurchase agreements with respect to securities described under subsection (1) and (2) without regard to the maturity of the securities underlying the agreements. Repurchase agreement transactions must be collateralized as provided herein;
- (7) variable-rate and floating-rate obligations. Debt obligations purchased by the Trust may have interest rates that are periodically adjusted at specified intervals or whenever a benchmark rate or index changes. These floating-rate and variable-rate instruments may include certificates of participation in such instruments. These securities may have demand features which give the Trust the right to demand repayment of principal on specified dates or after giving a specified notice. Adjustable rate securities and securities with demand features may be deemed to have maturities shorter than their stated maturity dates.

Investment Restrictions

The Trustees, have adopted the following investment restrictions and fundamental investment policies for the Portfolios. These cannot be changed without approval of the Investors holding a majority of the outstanding shares of each Portfolio or series within a Portfolio to be affected by the change. No Portfolio will do any of the following:

- Purchase any securities other than those listed under “Authorized Investments” above unless Illinois State legislation at some future time redefines the types of securities which are legal investments for all classes of Investors, in which case the permitted investments for the Portfolios may be conformed to such changes. No change in the permitted investments for the Portfolios will be effected without prior written notification to the Investors affected by such change.

Illinois Trust Information Statement — February 23, 2016

- Invest in securities of any issuer in which a Trustee, or officer, or employee or agent of the Trust is an officer, director, or 10% or greater shareholder unless such investment is periodically authorized by resolutions adopted by a majority of the Trustees who are not officers, directors, or 10% shareholders of such issuer.
- Make loans, provided that a Portfolio may enter into repurchase agreements with terms as long as 397 days, if, as a result thereof, not more than 10% of that Portfolio's total assets would be subject to repurchase agreements that mature in more than seven days, unless they are subject to irrevocable puts exercisable in less than seven days, (this 10% limitation does not apply to the Illinois TERM Portfolio).
- Borrow money or pledge, hypothecate, or mortgage its assets to an extent greater than 25% of the market value of total assets of the Portfolio, and then only as a temporary measure for extraordinary or emergency purposes, to facilitate withdrawal requests which might otherwise require untimely dispositions of Portfolio securities. All such borrowings must be repaid before the Portfolio makes any additional investments. Interest paid on such borrowings will reduce net income.

Main Risks

There are risks associated with investment in the Trust's Portfolios which should be considered carefully by Investors and potential Investors in light of their particular circumstances as they may exist from time to time. The Portfolios of the Trust may not be an appropriate investment in certain situations for some Investors and potential Investors. Although the Trust has been designed and is operated with the goal of minimizing risk, Investors and potential Investors should carefully consider the factors described in this section in light of their particular circumstances. The risks specified in this section may also be applicable to certain investments in individual portfolios ("Individual Portfolios") which the Trust offers to Investors. Individual Portfolios allow public agencies the option to contract with the Investment Adviser to have an individual portfolio managed to meet the agency's specific investment objectives. For additional information regarding Individual Portfolios, please refer to the "ADDITIONAL PROGRAMS AND SERVICES" section of this document.

Income, Market and Credit Risk. Investments in the Trust's Portfolios are subject to income, market and credit risk. Income risk is the potential for a decline in current income of a Portfolio of the Trust. The current income of the Trust's Portfolios are based on short-term interest rates, which can fluctuate substantially over short periods. Accordingly, investments in the Trust's Portfolios are subject to current income volatility. Market risk is the potential for a decline in the market value of fixed-income securities held in a Portfolio of the Trust as a result of a rise in prevailing interest rates. This could result in the incurrence of a loss with respect to a security in the event that such a security were to be sold for a market price less than its amortized value. Credit risk is the possibility that an issuer of securities held in a Portfolio of the Trust fails to make timely payments of principal or interest. The credit risk of a Portfolio is a function of the credit quality of its underlying securities. A discussion of the credit risks associated with certain Permitted Investments is set forth below.

Repurchase Agreements. The Trust's Portfolios may invest in Permitted Investments which may include repurchase agreements. In a repurchase agreement, an investment is sold to the Portfolio at which time the seller agrees to repurchase the investment from the Portfolio at a specified time and at an agreed upon price. The yield on the repurchase agreement is determined at the time of sale. This yield may be more or less than the interest rate on the underlying collateral. All collateral is delivered to and held by the Custodian or by another custodian appointed by the Trustees.

Although the Portfolios enter into such repurchase agreement arrangements only with recognized and established securities firms (the "Counterparty") selected by the Investment Adviser, there can be no assurance that such Counterparty will pay the agreed upon repurchase amount on the designated date. In the event that such Counterparty fails to pay the agreed upon price at the specified time, the Portfolios of the Trust might suffer a loss resulting from (i) diminution of the value of the underlying Permitted Investment to an amount below the amount of the anticipated repurchase price, (ii) the costs associated with the resale of the investment, and (iii) a delay experienced in foreclosing upon and selling the investment.

Although at the time the Portfolios enter into a repurchase agreement the underlying collateral has a market value which is equal to 102% of the price paid by the Portfolios and equal to or greater than the anticipated repurchase price, there can be no assurance that such market value will continue to equal or exceed the repurchase price. In the event the market value of the underlying collateral falls below the agreed upon repurchase price, the responsible person with which the Portfolios have entered into the repurchase agreement will be required to deliver additional collateral to the Portfolios of the Trust.

Illinois Trust
Information Statement — February 23, 2016

There can be no assurance that such deliveries of additional collateral will be made in all circumstances. In the event that such a delivery is not made and the responsible person does not pay the repurchase price on the specified date, the amount of the Portfolios' loss will be increased as a consequence of such failure of delivery.

Obligations of United States Government Agencies and Instrumentalities. Investors should be aware that not all obligations issued by agencies and instrumentalities of the United States Government are guaranteed by the full faith and credit of the United States Government. The obligations of some agencies and instrumentalities of the United States Government that may be purchased by the Portfolios of the Trust from time to time are obligations only of the applicable agency or instrumentality and are not full faith and credit obligations of the United States. The creditworthiness of such obligations relates only to the credit of the issuing agency or instrumentality. No assurance can be given that the agency or instrumentality will under all circumstances be able to obtain funds from the United States Government or other sources to support all of its obligations.

Certificates of Deposit. Although the Investment Adviser uses the investment criteria established by the Trustees in order to reduce risk when determining which institutions will be used for such investments, no assurance can be given that such an institution will not become insolvent during the life of an investment in it. Certificates of deposit in amounts above Federal Deposit Insurance Corporation ("FDIC") insurance limits are not insured. In determining FDIC insurance limits, Federal regulations provide that all amounts deposited by a depositor, including amounts deposited directly, through brokers or through other means in a financial institution – regardless of the source – will be combined in determining the insurance limit.

FDIC-Insured Certificates of Deposit. Some of the assets of the Trust's Portfolios may be invested in certificates of deposit subject to applicable FDIC insurance limits in effect at the time of purchase.

In the event that an institution issuing an insured certificate of deposit in which the Trust's Portfolios have invested becomes insolvent, or in the event of any other default with respect to such a certificate of deposit, an insurance claim will be filed with the FDIC by the Trust, if appropriate. In such a case, there may be delays before the FDIC, or other financial institution to which the FDIC has arranged for the deposit to be transferred, makes the relevant payments. Such delays may be occasioned by requirements relating to the filing and processing of insurance claims, including requests for additional information by the FDIC. Furthermore, if the defaulted deposit is transferred to another institution, the transferee institution may, instead of paying the insured amount, elect to keep the deposit in existence with or without changing its original terms. Such changes of terms may include a reduction of the original interest rate paid on the deposit.

The amount insured by the FDIC is the principal of the relevant deposit and the interest accrued on the deposit to the date of default, up to applicable FDIC insurance limits in effect at the time of purchase in the aggregate. There is no insurance with respect to interest on a deposit between the date of the default and the date of the payment of insurance by the FDIC. Accordingly, a default by an institution might result in a delay in the receipt of invested principal and pre-default accrued interest by an affected Investor and a loss of interest related to the period between the date of the default and the payment of the insurance.

In addition, the FDIC could deny any claim that it does not deem to be valid. Any such denial might have to be challenged in judicial or administrative proceedings brought by the Trust and any affected Investor.

Collateralized Certificates of Deposit. From time to time, the Trust's Portfolios may invest in collateralized certificates of deposit as permitted by Illinois Law. In the event of a default on such a certificate of deposit, it may be necessary to foreclose on the collateral. Such foreclosure will entail certain risks for the Investors in the Trust. These risks include losses resulting from a diminution in the value of the collateral before it can be sold, procedural delays relating to the foreclosure, costs of foreclosure and a failure to realize an amount in the foreclosure equal to the principal of and interest on the defaulted certificate of deposit.

Commercial Paper. The Trust's Portfolios may purchase commercial paper which qualifies as a Permitted Investment. Commercial paper is a debt instrument that is issued by a company and is secured only by the assets, if any, of that company. The creditworthiness of such an obligation relates only to the creditworthiness of the issuing company. No assurance can be given that a company will not become insolvent during the life of an investment in it. In the event of such insolvency or in the event of any other default with respect to such commercial paper, a claim will be filed by the Trust

Illinois Trust Information Statement — February 23, 2016

against the company, if appropriate. However, there is no assurance that the Trust will receive any recovery as a result of filing a claim.

Management and Administrative Costs

Adviser Fee

Illinois Portfolio. The Investment Adviser is paid a fee for its services as investment adviser for the Illinois Portfolio at an annual rate applied to the total average daily net assets of all Investors invested in the Illinois Portfolio of the Trust. That rate is 0.06%.

Illinois TERM Portfolio. In addition, the Trust pays the Investment Adviser a fee in an amount not greater than 0.25% (annualized) of the funds invested in Illinois TERM by the Investors, and such fee is for the services of the Investment Adviser, the Administrator and the Distributor with respect to Illinois TERM.

Administrator Fee

Illinois Portfolio. The Administrator is paid a fee for its services as Administrator for the Illinois Portfolio at an annual rate applied to the total average daily net assets of all Investors invested in the Illinois Portfolio of the Trust. That rate is as follows:

Illinois Portfolio Average Daily Net Assets	Rate
First \$500,000,000	0.09%
\$500,000,001 to \$750,000,000	0.08%
Over \$750,000,000	0.07%

This fee is computed daily and paid monthly.

Marketing Fee

Illinois Portfolio. The Administrator or PFM Fund Distributors, Inc. as applicable, is paid a fee 0.10% for marketing services related to the Illinois Portfolio at the applicable annual percentage specified below based on the total average daily net assets of the IIIT Class and the IPDLAF+ Class.

The fee is computed daily and paid monthly. This fee shall be allocated between and be paid from the Illinois Portfolio's IIIT Class and IPDLAF+ Class based on the average daily net assets in each such class which is accrued daily.

Sponsor Fees (*IPDLAF+ Class only*)

IPDLAF+ Class. The Sponsors are paid a fee for the services rendered as sponsor to the Illinois Portfolio's IPDLAF+ Class at an annual rate applied to the total average daily net assets of all Trust Investors invested in the IPDLAF+ Class of the Trust. That rate and sponsoring organization is as follows:

Organization	Liquid Class Rate
Illinois Association of Park Districts	.05%
Illinois Park and Recreation Association	.05%

Custodian & Cash Management Fees.

Illinois Portfolio. Under its agreement with the Trust, the Custodian may charge an annual administration charge for the Illinois Portfolio. The Custodian is also paid a fee for its services as custodian of the Illinois Portfolio at an annual rate equal to 0.00333% of the Illinois Portfolio's average monthly market value. The market value of the Illinois Portfolio is computed as of the close of business on each Friday. The average monthly market value is computed by adding together the total for each weekly valuation and dividing by the number of Fridays occurring in the month. The custodian fee for the Illinois Portfolio is computed and paid monthly. The Custodian is also paid various transaction fees.

The Custodian fee is computed and paid monthly.

Illinois Trust Information Statement — February 23, 2016

Other Fees and Expenses

The Administrator pays the Trust's expenses for printing certain documents such as the Information Statement and the administrative costs of the Trust such as postage, telephone charges and computer time. The Administrator also furnishes the Trust, at the Administrator's expense, with the services of persons who perform certain administrative and clerical functions for the Trust and with office space, utilities, office equipment, and related services.

Except as otherwise noted herein with respect to certain expenses paid or reimbursed by the Administrator, the Trust pays the reasonable out-of-pocket expenses incurred by the Trustees and officers in connection with the discharge of their duties, and other expenses including brokerage commissions, the fees of the Investment Adviser under the Administration and Investment Advisory Agreement and for PFM Fund Distributors, Inc. under the Distribution Agreement, the fees of the Custodian under the Custodian Agreement, the legal fees of the Trust, the fees of the Trust's independent accountants, the costs of appropriate insurance for the Trust and its Trustees and officers, and various other expenses. These expenses are allocated between the Trust's Illinois Portfolio and Illinois TERM either (a) on a pro-rata basis, (b) on the basis of actual cost to a series, or (c) as otherwise provided in the Agreement.

Each Service Provider may, but shall not be obligated to, reduce a portion of its fees to assist the Trust in an attempt to maintain a positive yield. In the event that a Service Provider elects to initiate a fee reduction, such fee reduction shall be applicable to the computation of the net asset value ("NAV") of the Trust on the Business Day immediately following the date on which the Service Provider gives notice to the Trust on the rate of the fee reduction to be applied in calculating the NAV. A fee reduction shall remain in effect until notice is provided to the Trust by the Service Provider regarding its intent to terminate its fee reduction or revise, upward or downward, the rate of its fee reduction.

At any time after a fee reduction has been terminated, the relevant Service Provider may elect to have the amount of its accumulated reduced fees restored in whole or in part under the conditions described in the Service Provider's Fee Reduction Agreement with the Trust by way of a payment of fees in excess of the rate it was entitled to, prior to any fee reduction, all as set forth in the respective Fee Reduction Agreement, but cannot exceed 110% of contractual fee.

Information Specific to the Illinois Portfolio

Investment Restrictions

The Trustees, have adopted the following investment restrictions and fundamental investment policies for the Illinois Portfolio. These cannot be changed without approval of the Investors holding a majority of the outstanding shares of the Illinois. The Illinois Portfolio will not do any of the following:

- Purchase any Permitted Investment if the effect of such purchase would be to make the average dollar-weighted maturity of the Illinois Portfolio greater than 60 days and the dollar-weighted average life (portfolio maturity computed to final maturity without regard to interest rate adjustments on investments) greater than 120 days.
- Purchase the securities of any single issuer (other than obligations issued and guaranteed as to principal and interest by the government of the United States, its agencies or instrumentalities) if, as a result, more than ten percent (10%) of the Portfolio's total assets would be invested in the securities of any one issuer.
- Invest more than 5% of net assets in illiquid investments. Illiquid investments are securities that cannot be sold or disposed of in the ordinary course of business at approximately the value ascribed to it by the Trust. Illiquid investments include:
 - Restricted investments (those that, for legal reasons, cannot be freely sold).
 - Fixed time deposits with a maturity of more than seven days that are subject to early withdrawal penalties.
 - Any repurchase agreement maturing in more than seven days and not terminable at approximately the carrying value in the Trust before that time.
 - Other investments that are not readily marketable at approximately the carrying value in the Trust.

If the 5% limitation on investing in illiquid securities is adhered to at the time of investment, but later increases beyond 5% resulting from a change in the values of the Trust's portfolio securities or total assets, the Trust shall then bring the percentage of illiquid investments back into conformity as soon as practicably possible. The Trust believes that these

Illinois Trust Information Statement — February 23, 2016

liquidity requirements are reasonable and appropriate to assure that the securities in which the Trust invests are sufficiently liquid to meet reasonably foreseeable redemptions of Shares.

Maturity

The Illinois Portfolio maintains a dollar-weighted average maturity of no more than 60 days and a dollar-weighted life (final maturity, adjusted for demand features but not interest rate adjustments) of no more than 120 days.

Certain obligations of the United States Government or any of its agencies or instrumentalities owned by the Portfolio may have remaining maturities exceeding one year if such securities provide for adjustments in their interest rates at least annually, and the adjustments are sufficient to cause the securities to have market values, after adjustments, which approximate amortized cost values. Investments in the Portfolios are denominated in U.S dollars and have remaining maturities (or, in the case of repurchase agreements, remaining terms) of 397 days or less at the time of purchase. However, the Portfolios may invest in securities with maturities greater than 397 days if certain maturity shortening features (such as interest rate resets or demand features) apply.

Dividends

All net income of the Illinois Portfolio is determined as of the close of business on each Illinois banking day (and at such other times as set forth in the Trust's By-Laws). Net income is converted as of the close of business of each calendar month into additional shares of beneficial interest which are credited to and are held in each Investor's account. Such net income is converted into full and fractional shares of beneficial interest at the rate of one share for each one dollar (\$1.00) paid. Although income is not automatically transmitted in cash, Investors may obtain cash by withdrawing shares at their net asset value without charge.

For the purpose of calculating Illinois Portfolio dividends, net income shall consist of interest earned plus any discount ratably amortized to the maturity date plus or minus all realized gains and losses on the sale of securities prior to maturity, less ratable amortization of any premium and less all accrued expenses of the Illinois Portfolio, including the fees payable to the Investment Adviser, the Administrator, the Distributor and others who provide services to the Illinois Portfolio.

Valuation of Shares

The net asset value per share of the Illinois Portfolio for the purpose of calculating the price at which shares are issued and redeemed is determined by the Administrator as of the close of business of each Illinois banking day or at such other time or times as set forth in the Trust's By-Laws or as the Trustees by resolution may determine, except that on any day on which the Securities Industry and Financial Markets Association ("SIFMA") has called for an early close of trading in the bond market, the net asset value of shares shall be determined as of the close of trading in the bond market on such day (as determined by SIFMA). It is calculated by dividing the value of the Illinois Portfolio's total assets less its liabilities (including accrued expenses) by the number of shares outstanding for both the IIIT Class and the IPDLAF+ Class.

In making these computations, the Administrator values the Illinois Portfolio's investments by using the amortized cost method. The amortized cost method of valuation involves valuing an investment instrument at its cost at the time of purchase and thereafter assuming a constant amortization to maturity of any discount or premium, regardless of the impact of fluctuating interest rates on the market value of the instrument. While this method provides certainty in valuation, it may result in periods during which value, as determined by amortized cost, is higher or lower than the price the Illinois Portfolio would receive if it sold the instrument. During such periods, the yield to Investors may differ somewhat from that which would be obtained if the Illinois Portfolio used the market value method for valuing all its portfolio investments. For example, if the use of amortized cost resulted in a lower (higher) aggregate portfolio value on a particular day, a prospective Investor of the Illinois Portfolio would be able to obtain a somewhat higher (lower) yield than would result if the Illinois Portfolio used the market value method, and existing Investors would receive less (more) investment income. The purpose of this method of calculation is to attempt to maintain a constant net asset value per share of one dollar (\$1.00).

The Trustees have adopted certain procedures with respect to the Illinois Portfolio's use of the amortized cost method to value its investment portfolio. These procedures are designed and intended (taking into account market conditions and the Trust's investment objectives) to stabilize net asset value per share as computed for the purpose of investment and redemption at one dollar (\$1.00) per share. The procedures include a valuation of the Illinois Portfolio by the Administrator and the Custodian using the market value method and a periodic review by the Trustees, in such manner as they deem appropriate and at such intervals as are reasonable in light of current market conditions, of the relationship between net asset

Illinois Trust Information Statement — February 23, 2016

value per share based upon the amortized cost value of the Illinois Portfolio's investments and the net asset value per share based upon available indications of market value with respect to such portfolio investments. In the event that there is a difference of more than 0.5% between the amortized cost value and the market value, it is anticipated that the Trustees will take such steps as they consider appropriate (such as shortening the average portfolio maturity or realizing gains or losses) to minimize any material dilution or other unfair results which might arise from differences between the two methods of valuation.

It is a fundamental policy of the Illinois Portfolio to maintain a net asset value of \$1.00 per share for both the IIIT Class and the IPDLAF+ Class, but for the reasons here discussed there can be no assurance that the net asset value of the shares will not vary from \$1.00 per share. The market value basis net asset value per share for the Illinois Portfolio may be affected by general changes in interest rates resulting in increases or decreases in the value of securities held by the Illinois Portfolio. The market value of such securities will tend to vary inversely to changes in prevailing interest rates. Thus, if interest rates rise after a security is purchased, such a security, if sold, might be sold at a price less than its amortized cost. Similarly, if interest rates decline, such a security, if sold, might be sold at a price greater than its amortized cost. If a security is held to maturity, no loss or gain is normally realized as a result of these price fluctuations; however, withdrawals by Investors could require the sale of portfolio securities prior to maturity. In the event that the difference between the amortized cost basis net asset value per share and market value basis net asset value per share exceeds 1/2 of 1 percent, the Investment Adviser and the Trustees will consider what, if any, corrective action should be taken to minimize any material dilution or other unfair results which might arise from differences between the two.

This action may include the reduction of the number of outstanding shares by having each Investor proportionately contribute shares to the portfolio's capital, suspension or rescission of dividends, declaration of a special capital distribution, sales of Illinois Portfolio securities prior to maturity to reduce the average maturity or to realize capital gains or losses, transfers of Illinois Portfolio securities to a separate account, or redemptions of shares in kind in an effort to maintain the net asset value at \$1.00 per share. If the number of outstanding shares is reduced in order to maintain a constant net asset value of \$1.00 per share, Investors will contribute proportionately to the Illinois Portfolio's capital the number of shares which represent the difference between the amortized cost valuation and market valuation of the Illinois Portfolio. Each Investor will be deemed to have agreed to such contribution by its investment in the Illinois Portfolio.

Yield

Current yield information for the Illinois Portfolio, specifically the IIIT Class and IPDLAF+ Class may, from time to time, be quoted in reports, literature and advertisements published by the Trust. The current yield, which is also known as the current annualized yield or the current seven-day yield, represents the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical account with a balance of one share (normally valued at \$1.00 per share) over a seven-day base period expressed as a percentage of the value of one share at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7.

The Trust may also quote a current effective yield for the Illinois Portfolio, including the IIIT Class and the IPDLAF+ Class from time to time. The current effective yield represents the current yield compounded to assume reinvestment of dividends. The current effective yield is computed by determining the net change in account value over a seven-day base period (exclusive of capital changes and income other than investment income), over a seven day period in the value of a hypothetical account with a balance of one share at the beginning of the period, dividing the difference by the value of the account at the beginning of the period to obtain the base period return, then compounding the base period return by adding 1, raising the sum to a power equal to 365 divided by 7, and subtracting 1 from the result. The current effective yield will normally be slightly higher than the current yield because of the compounding effect of the assumed reinvestment.

The Trust also may publish a "monthly distribution yield" for the IIIT Class and IPDLAF+ Class on each Investor's month-end account statement. The monthly distribution yield represents the net change in the value of one share (normally valued at \$1.00 per share) resulting from all dividends declared during a month by the applicable class of the Illinois Portfolio expressed as a percentage of the value of a hypothetical account with a balance of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

At the request of the Trustees or Investors, the Trust may also quote the current yield of the IIIT Class and the IPDLAF+ Class from time to time on bases other than seven days for the information of its Investors.

Illinois Trust
Information Statement — February 23, 2016

Information Specific to the Illinois TERM Portfolio

Maturity

The Illinois TERM Portfolio is a fixed-term investment portfolio of the Trust with a maturity of up to one year, depending on the termination date of any particular series within the Portfolio.

Dividends

Dividends on shares of Illinois TERM are declared and paid on the termination date of each series, except for dividends on shares redeemed pursuant to a Planned Early Redemption or a Premature Redemption before the termination date of such series, which will be declared and paid when such shares are redeemed. Dividends will be paid from net income, which will consist of interest earned, plus any discount ratably amortized to the date of maturity, plus all realized gains and losses on the sale of securities prior to maturity, less ratable amortization of any premium and all accrued expenses of the series.

Dividends on shares which are declared and paid on a Planned Early Redemption Date are equal to the projected yield for such shares to the Planned Early Redemption Date, less any losses affecting projected yield attributable to such shares. Dividends on shares declared and paid on a Premature Redemption Date are equal to the projected yield for such shares to the Premature Redemption Date, less any losses affecting projected yield attributable to such shares. Dividends on shares declared and paid on a termination date for a series are equal to the projected yield for such shares to the termination date, less any losses affecting projected yield attributable to such shares, plus an additional dividend, if any, equal to any excess net income of the series attributable to such shares. Any excess net income of a series on the termination date of the series, will be allocated on a pro rata basis to all shares then outstanding. Dividends are deposited into an Investor's Illinois Portfolio account.

Investment securities may be distributed to the Investors in any series in lieu of cash whenever the Trustees determine that such distributions would be in the best interest of the Investors in the series.

Valuation of Shares

Premature Redemption. The redemption value per share for shares redeemed on a Premature Redemption Date is equal to the original purchase price for such share, plus dividends thereon, less such share's allocation of any losses incurred by the series, less a Premature Redemption penalty if any. The Premature Redemption penalty will be calculated by the Trust's Investment Adviser and will be equal to (i) all penalty charges, losses and other costs (including, without limitation, interest paid on funds borrowed to pay the redemption) associated with amending, terminating, selling or otherwise affecting any of the investments in the series in order to pay the Premature Redemption and (ii) an amount sufficient to maintain the projected yield on the remaining shares to the stated termination date for the series or to the Planned Early Redemption Date, as the case may be, less any losses affecting projected yield attributable to such shares. Thus, a Premature Redemption of shares may result in a penalty which could reduce the return and the principal value of the investment in amounts not ascertainable at the time shares of Illinois TERM are issued. The redemption value per share could be lower than the purchase price of the share, and the return could be lower than the projected yield quoted at the time of issuance of the share.

Termination Date. The redemption value per share on the termination date of a series of Illinois TERM will be equal to the original purchase price for such share, plus dividends thereon, less such share's allocation of any losses incurred by the series (other than losses resulting from Premature Redemption of shares of a series).

Planned Early Redemption Date. The redemption value per share for shares being redeemed on a Planned Early Redemption Date is equal to the original purchase price for such shares plus dividends thereon, less such share's allocation of any losses incurred by the series (other than losses resulting from Premature Redemption of shares of the series.).

Each series of Illinois TERM provides for a fixed-rate, fixed-term investment by Investors, but the market value of the underlying assets will, prior to their maturity, tend to fluctuate inversely with the direction of interest rates. It is the intent of the Trust to manage each series of Illinois TERM in a manner that produces a share price of at least \$1.00 on the

Illinois Trust Information Statement — February 23, 2016

termination date and on each Planned Early Redemption Date for the Investor that redeems on said date. However, there can be no guarantee that this objective will be achieved.

The Investment Adviser, on behalf of the Trust, determines the net asset value of the shares of Illinois TERM at the close of each business day for purpose of computing fees. For this purpose, the net asset value per share for Illinois TERM is calculated by dividing the total value of investments and other assets less any liabilities by the total outstanding shares of a series of Illinois TERM as of the day the calculation is made.

Yield

The yield quoted for any investment in a series of Illinois TERM is determined by dividing the expected net income per share for the period from the settlement date to the termination date or Planned Early Redemption Date, as applicable, by the purchase price per share, dividing this result by the actual number of days between the settlement date and the termination date or Planned Early Redemption Date, as applicable, and multiplying the result by 365.

The yields quoted by the Trust or any of its representatives should not be considered a representation of the yield of the Illinois Portfolio (including the IIIT Class and the IPDLAF+ Class) or any series of Illinois TERM in the future, since the yield is not fixed. Actual yields will depend on the type, quality, yield and maturities of securities held by the portfolios, changes in interest rates, market conditions and other factors.

The Programs

Information Common to All Programs

Program Investments are not Assets of the Trust

Any CDs purchased through the Certificates of Deposit Investment Program and any securities purchased for the SAM Program or BAM Program are direct investments of the Investor, are not assets of the Trust, and are not held in any Portfolio of the Trust. The Trust does not issue, or in any way guarantee, the CDs or securities purchased under these Programs. Neither the Portfolios nor the Trust has any involvement with, or interest, financial or otherwise, in any Program CD or security purchased under these Programs, except that a Portfolio may receive funds for reinvestment from a Separate Account or from the payment of principal or interest on the CDs. There can be no assurance that the investment objectives of the Program will be achieved. Investments made by a Participant in any Program are governed solely by the terms of any agreement between the Program Participant and the Investment Adviser and the Trust plays no role with respect to such investments.

Limitations on Voting Rights

Because the CDs purchased through the Certificates of Deposit Investment Program and securities held in a SAM Program or BAM Program are not assets of the Trust, participation in any of these Programs does not entitle you to vote at any meeting of shareholders or otherwise exercise rights of a shareholder in a Portfolio of the Trust.

Information Specific to the Certificates of Deposit Investment Program

FDIC and NCUSIF Insurance

The availability of FDIC or NCUSIF insurance is a critical factor in considering whether a bank or thrift institution (referred to herein as a “financial institution”) is eligible to participate in the Certificates of Deposit Investment Program, in that the number, size and location of many of the smaller community financial institutions which could participate in the Certificates of Deposit Investment Program make extensive credit review unfeasible. In light of this, and in order to assist the financial institutions in raising funds, the Federal government administers the FDIC and NCUSIF insurance programs with its provisions for investment, within prescribed limits, by institutional Investors. As a result, it is the Investment Adviser’s view that FDIC or NCUSIF insurance, in conjunction with a limited credit review as described below, is appropriate to identify financial institutions that will provide attractive investment returns without undue credit risk.

The Certificates of Deposit Investment Program is designed to provide Program Participants with the ability to purchase CDs from financial institutions throughout the United States that are intended to be insured by the FDIC or NCUSIF.

Illinois Trust
Information Statement — February 23, 2016

Deposits in savings accounts or time deposits or share accounts of financial institutions insured by the FDIC or NCUSIF are legal investments under relevant Illinois statutory provisions for funds of public agencies. Nevertheless, the investment policies of individual Program Participants may contain limitations that do not permit investment in the above-described investments. **Each Program Participant represents that FDIC-insured and NCUSIF-insured CDs are permitted investments of the Program Participant under applicable laws and under the Program Participant's investment policies.**

Although the Investment Adviser will recommend only those financial institutions that meet the criteria described below under "Criteria for Financial Institutions to Participate in the CD Program", the financial institutions that participate in the Certificates of Deposit Investment Program are generally small in size and are not rated by national credit rating organizations. **The CDs will not be collateralized**; hence there will be reliance only on federal deposit insurance and it is crucial that a Program Participant's CDs be fully covered by FDIC or NCUSIF insurance.

The FDIC insurance limits are set forth in the Federal Deposit Insurance Act, 12 U.S.C. §1811, et seq., and in the related regulations found in Part 330 of Title 12 of the Code of Federal Regulations (12 C.F.R. Part 330). The NCUSIF insurance limits are set forth in the Federal Credit Union Act, 12 U.S.C. §1751, et seq., and in the related regulations found in Part 745 of Title 12 of the Code of Federal Regulations (12 C.F.R. Part 745). By participating in the Certificates of Deposit Investment Program, **each Program Participant should obtain its own legal advice regarding these regulations and is responsible for its own compliance with them.**

CDs in amounts above applicable FDIC or NCUSIF insurance limits are not insured. In determining FDIC or NCUSIF insurance limits, Federal regulations provide that all amounts deposited by a depositor, including amounts deposited directly, through brokers or through other means in a financial institution regardless of the source, will be combined in determining the insurance limit.

Individual CDs will normally be limited by the Investment Adviser to amounts such that the principal and accrued interest will be within FDIC or NCUSIF insurance limits for the term of the CD. The Certificates of Deposit Investment Program may facilitate the simultaneous purchase of multiple CDs with the same maturity at multiple banks. The minimum CD purchase will be approximately \$95,000. The minimum maturity is 60 days. Some financial institutions may impose further limits on the size of deposits.

By participating in the Certificates of Deposit Investment Program, each Program Participant authorizes the Investment Adviser to assume, unless the Program Participant informs the Investment Adviser to the contrary, that the Program Participant is entitled to the respective applicable limits of FDIC insurance and NCUSIF insurance on the aggregate of CDs purchased through the Certificates of Deposit Investment Program with any FDIC- or NCUSIF-insured financial institution.

The Investment Adviser will maintain records of all deposits made by a Program Participant through the Certificates of Deposit Investment Program to assist the Program Participant in maintaining CDs within applicable insurance limits, but the Investment Adviser is not responsible for the effects on FDIC or NCUSIF insurance limits of deposits made directly by the Program Participant outside of the Certificates of Deposit Investment Program. The Investment Adviser will not monitor deposits made directly by the Program Participant outside of the Certificates of Deposit Investment Program or through other arrangements outside of the Certificates of Deposit Investment Program. **It is the Program Participant's sole responsibility to determine that deposits made directly by the Program Participant outside of the Certificates of Deposit Investment Program do not result in the CDs purchased by the Program Participant under the CD Program exceeding the insurance limits, and neither the Investment Adviser nor the Trust has any responsibility in that regard.**

The Investment Adviser advises each Program Participant against purchasing CDs issued by a financial institution with which the Program Participant has a depository relationship outside of the Certificates of Deposit Investment Program.

At the time of purchase, the Investment Adviser will require that an authorized representative of the Program Participant affirm that the purchase of a CD through the Certificates of Deposit Investment Program will not put the Program Participant in a position of exceeding the applicable FDIC or NCUSIF insurance limits with respect to the issuing financial institution.

Criteria For Financial Institutions To Participate In The Certificates of Deposit Investment Program

The Certificates of Deposit Investment Program guidelines are as follows. First, the Investment Adviser limits the eligibility of financial institutions that participate in the Certificates of Deposit Investment Program to those that are members of the FDIC or NCUSIF. Second, on a quarterly basis the Investment Adviser will review each financial

Illinois Trust Information Statement — February 23, 2016

institution's financial condition as reported to the FDIC or NCUSIF to determine that the financial institution meets all of the following criteria:

- Has total assets of at least \$50 million.
- Has total Tier 1 Capital of at least 6%.
- Has not had any major capital-related enforcement actions brought against it within the last 12 months.

Available Investments and Rates

The Investment Adviser will maintain a computer system with a database on each financial institution that offers CDs through the Certificates of Deposit Investment Program. Current rates will be entered into the data tables for each financial institution. This database will enable the Investment Adviser to access and quote rates on individual CDs and blended rates on groups of CDs issued by multiple financial institutions to facilitate the simultaneous investment by a Program Participant in multiple CDs based on a single blended rate.

At the request of a Program Participant, the Investment Adviser will timely advise the Program Participant of CDs available to satisfy the Program Participant's investment requirements. Upon authorization by the Program Participant, the Investment Adviser will use its best efforts to obtain the most favorable execution and interest rate in connection with the purchase and sale of CDs selected by the Program Participant. The Program Participant has no obligation to purchase any CD recommended by the Investment Adviser.

As an additional limitation, the Investment Adviser will monitor on a continuous basis the total amount of CDs issued and outstanding by a financial institution through the Certificates of Deposit Investment Program and similar programs administered or advised by the Investment Adviser in other states, and will not recommend a financial institution where the aggregate of such outstanding CDs exceeds 10% of the financial institution's assets.

Program Termination

The CD Agreement between each Program Participant and the Investment Adviser for placing CDs through the Certificates of Deposit Investment Program may be terminated by the Program Participant or Investment Adviser at any time, without cause by notice in writing transmitted by first class mail or recognized courier service. Each Program Participant's Agreement will terminate automatically and without notice in the event that the Investment Adviser shall cease to be the Administrator of the Certificates of Deposit Investment Program for the Trust or in the event that such Program Participant shall withdraw as a shareholder of the Illinois Portfolio. Notwithstanding the foregoing, termination shall not relieve the Program Participant of its obligation to pay any fee which has become payable to the Investment Adviser up to and including the date notification of termination has been received in writing by the counterparty.

Information Specific to the SAM Program

In the SAM Program, the Investment Adviser works closely with each Program Participant to create a comprehensive investment strategy and individual portfolio for the Program Participant. Each SAM account is created by the Investment Adviser following a review of budget and cash flow projections and schedules of the Program Participant. SAM accounts will be managed on a discretionary basis.

Entities participating in the SAM Program receive a cash flow review, investment policy review and assistance in determining acceptable benchmarks, in addition to other cash management services (during the term of the investment advisory agreement). SAM is designed to apply to all or a substantial portion of a Program Participant's cash flow on an annual basis.

Transactions. The Investment Adviser has full discretion in arranging for the execution of all security transactions in a SAM Program Separate Account on behalf of the Program Participant. Cash to facilitate Portfolio transactions is normally either redeemed from or reinvested through the Program Participant's pre-designated Illinois Portfolio, IIIT Class or IPDLAF+ Class account using the Trust's convenient and economic cash management tools. In arranging for security transactions, the Investment Adviser will give primary consideration to obtaining the most favorable price and efficient execution of transactions. Investment transactions can only be executed during normal operating hours.

Investments. The Investment Adviser will purchase investments for a Portfolio based upon specific instructions received from the Program Participant, or at the discretion of the Investment Adviser if the Program Participant has agreed to give

Illinois Trust Information Statement — February 23, 2016

discretion. If expected withdrawals from the Separate Account are known, the Program Participant should provide a drawdown schedule to the Investment Adviser that will be used in managing investments to help assure adequate overall liquidity. Investment purchases for a Separate Account are settled by the Custodian by redeeming shares from the Program Participant's pre-designated Illinois Portfolio IIIT Class or IPDLAF+ account.

Withdrawals A Program Participant may initiate the sale of investments from its Separate Account by contacting the Investment Adviser directly. Funds made available from the sale of a security or securities will be invested in the Program Participant's pre-designated Illinois Portfolio IIIT Class or IPDLAF+ Class account. Sales made prior to maturity will be made at the current market price, which may be lower or higher than the investment's book value.

Neither the Trust nor the Portfolios assume any responsibility for the fees paid to the Investment Adviser or the Custodian, except for costs associated with purchases and redemptions in the Illinois Portfolio IIIT Class or IPDLAF+ account associated with the Program Participant's SAM Program Separate Account. Program Participants are responsible for payment of any and all costs associated with the SAM Program.

Bond proceeds may not be invested in the SAM Program.

Information Specific to the BAM Program

Purpose

The BAM Program and its associated services have been established by the Trust to provide local governments with comprehensive investment management, accounting and arbitrage rebate calculation services for proceeds of borrowings (not including tax or revenue anticipation note issues). Investors may also establish individual, professionally managed investment accounts (Individual Portfolio) by separate agreement with the Investment Adviser. Individual Portfolios are not assets of the Trust and the Trust assumes no liability for Individual Portfolios

Separate Accounts. By separate agreement with the Investment Adviser, an Investor has the option of investing all or a portion of its proceeds of their borrowings in one or more fixed rate investments separately from the Individual Portfolio's investments, including collateralized certificates of deposit ("Collateralized CDs"), obligations of the United States of America or any of its agencies or instrumentalities (collectively, "Open Market Securities"), and certificates of deposit insured by the FDIC, purchased through the Certificates of Deposit Investment Program. These Individual Portfolios will be managed by the Investment Adviser upon receipt of specific instructions from the Investor, and will be coordinated with the Investor's Illinois Portfolio IIIT Class or IPDLAF+ account. Securities in each Individual Portfolio will be held by the Custodian in a separate account in the Investor's name, unless the Investor otherwise instructs the Trust prior to purchasing the securities that the Investor will utilize another custodian serving as trustee for a revenue bond issue issued by or on the behalf of the Investor (an "Individual Portfolio Custodian"). In order for the Investor to utilize its bond trustee as an Individual Portfolio Custodian, the bond trustee must meet certain minimum criteria.

Please refer to the section entitled "Certificates of Deposit Investment Program" below for detailed information regarding the custodial arrangements for CDs purchased through the Certificates of Deposit Investment Program, which are intended to be fully insured by the FDIC or NCUSIF. Individual Portfolios **are not part of the Trust estate, and an investor receives the sole benefit of such an Individual Portfolio.** Earnings and proceeds from the maturity or sale of any investment in an Individual Portfolio will be deposited automatically into the Investor's pre-designated Illinois Portfolio IIIT Class or IPDLAF+ Class account.

Funds in the Individual Portfolios will be invested exclusively in investments that are permitted under terms of the applicable statutes. A public agency should discuss the characteristics of specific investments in an Individual Portfolio with the Investment Adviser and should confirm with its legal counsel the legality of those investments under the trust indenture, ordinance or resolution under which bonds are issued. Investments for Individual Portfolios may have a maturity in excess of 397 days (13 months).

Expenses of Individual Portfolios. Each Program Participant will be billed monthly a fee for investment management based on the agreed upon fees within their investment management contract based on the value as determined by the Investment Adviser of such assets in the Individual Portfolio. A Program Participant will also be billed a fee for custodial services in connection with these securities. In the event that a Program Participant elects to utilize its bond trustee as an Individual Portfolio Custodian, the fee for such services should be negotiated directly between the Program Participant and the Individual Portfolio Custodian. The Trust is not involved with such negotiations.

Illinois Trust
Information Statement — February 23, 2016

FDIC-Insured Certificates of Deposit. For services provided for Individual Portfolio investment constituting FDIC-insured CDs purchased through the Certificates of Deposit Investment Program, each Program Participant will pay to the Investment Adviser a management fee at a rate not greater than 0.25% per annum of the yield of each such CD. The Program Participant's pre-designated Illinois Portfolio IIIT Class or IPDLAF+ Class account will be charged for the management fee under either of the following arrangements at the election of the Program Participant: (i) the entire amount of the fee will be deducted from the Participant's pre-designated Illinois Portfolio IIIT Class or IPDLAF+ Class account upon settlement of the CD (refundable pro rata upon an early redemption), or (ii) the monthly amount of the management fee will be deducted from the Program Participant's pre-designated Illinois Portfolio IIIT Class or IPDLAF+ Class account after the close of each month. The Investment Adviser will pay from the management fee the brokerage and certain bank wire costs for the CDs and will reimburse the Trust for certain other costs associated with the Illinois Portfolio.

Further information on these fees is available from the Investment Adviser.

Neither the Trust nor the Illinois Portfolio of the Trust assumes any responsibility for the payment of fees to the Investment Adviser, the Custodian or an Individual Portfolio Custodian, except for costs associated with purchases and redemptions in the Program Participant's pre-designated Illinois Portfolio IIIT Class or IPDLAF+ Class account.

Payment of any and all costs associated with the Certificates of Deposit Investment Program are in accordance with the terms of the separate agreement between the Program Participant and the Investment Adviser.

Rebate Calculation Reports. The Investment Adviser also may provide rebate calculation services to Investors in the Illinois Portfolio. These services are designed to assist Investors in complying with the rebate requirements of the Code and related Regulations, rulings, and procedures. The Investment Adviser will rely on information provided related to each bond issue, including the information supplied in the Confirmation Letter and account information compiled by the Investment Adviser.

Rebate Calculation Expenses. An Investor may request that program counsel furnish a formal legal opinion in conjunction with an arbitrage rebate calculation, yield reduction payment calculation or exception compliance report prepared by the Investment Adviser. If requested, the fee will be \$1,000 for a formal legal opinion associated with any calculation or exception compliance report for a fixed rate bond issue all proceeds of which have been invested under the Illinois Portfolio during the entire period of the formal report or exception compliance report. For variable-rate bond issues and in other special circumstances there will be an additional fee.

Custodial Arrangements. U.S. Bank National Association, St. Paul, MN, is Custodian for the Portfolio and Individual Portfolios related to proceeds from general obligation bond issues. The Custodian holds all cash and securities of the Portfolio and the Individual Portfolios, except that certain securities owned by the Portfolio or Individual Portfolios and subject to repurchase agreements may be held by other custodians acting for the Trust or respective Individual Portfolio. The Custodian does not participate in determining the investment policies of the Trust or in investment decisions. The Investment Adviser may invest funds of the Portfolio or Individual Portfolios in the Custodian's obligations and may buy or sell securities through the Custodian.

Tax Matters. Section 115(1) of the Code provides that gross income does not include income that is derived from the exercise of any essential government function and accrues to a state or any political subdivision thereof. The investment of the proceeds of a bond issue in order to receive some yield until such proceeds are spent on the governmental purpose of the bond issue should constitute the exercise of an essential governmental function for purposes of Section 115(1) of the Code. The Investors have an unrestricted right to receive in their own right (a) their proportionate share of the Portfolio's income as it is earned, based on their ownership of the Shares, and (b) the income of the investments held in their Individual Portfolios under the provisions of the Illinois Portfolio. Consequently, both the Illinois Portfolio's income and the income for the Individual Portfolios accrue to the Investors within the meaning of Section 115(1) of the Code.

Based on the foregoing, the income of the Illinois Portfolio and of an Individual Portfolio derived from the investment of the proceeds of an Investor's bond issues is excludable from the gross income of the Investor.

A Confirmation Letter sent by the Investment Adviser will request certain information from an Investor with respect to the investment of proceeds of its bond issue in the Illinois Portfolio or an Individual Portfolio in connection with the requirements of the Code relating to tax exempt bonds (or tax advantaged bonds). The Investment Adviser relies on the accuracy of the information supplied by the Investor in the Confirmation Letter, and the Investment Adviser will make no independent determination of the information supplied in the Confirmation Letter. If the Investor supplies inaccurate information in the Confirmation Letter, or if the Investor fails to return a completed Confirmation Letter, then the services provided by the Investment Adviser may not be accurate.

Illinois Trust
Information Statement — February 23, 2016

For More Information

We send each Investor annual reports containing independently audited financial statements for the Portfolios. We also provide monthly account summaries, which describe dividends declared and shares purchased through dividend reinvestment. Other individual account information is available upon request.

To buy or sell shares of a Portfolio, make additional deposits, receive free copies of this document or the Portfolio's reports, or for general inquiries, please contact us:

By telephone:

(800) 731-6870 for the IIIT Class

(800) 731-6830 for the IPDLAF+ Class.

By mail:

PFM Asset Management LLC

222 North LaSalle, Suite 910

Chicago, Illinois 60601

On our websites: www.iiit.us or www.ipdlaf.org

*This information is for institutional investor use only, not for further distribution to retail investors, and does not represent an offer to sell or a solicitation of an offer to buy or sell any fund or other security. Investors should consider the Trust's investment objectives, risks, charges and expenses before investing in the Trust. This and other information about the Trust is available in the Trust's current Information Statements, which should be read carefully before investing. A copy of the Trust's Information Statement for the IIIT Class of the Illinois Portfolio and Illinois TERM may be obtained by calling 1-800-731-6870 or is available on the Trust's website at www.iiit.us. A copy of the Information Statement for the IPDLAF+ Class and Illinois TERM may be obtained by calling 1-800-731-6830 or is available on its website at www.ipdlaf.org. While both the IIIT and IPDLAF+ Classes of the Illinois Portfolio seek to maintain a stable net asset value of \$1.00 per share and the Illinois TERM series seek to achieve a net asset value of \$1.00 per share at its stated maturity, it is possible to lose money investing in the Trust. An investment in the Trust is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Shares of the Trust are distributed by **PFM Fund Distributors, Inc.**, member Financial Industry Regulatory Authority (FINRA) (www.finra.org) and Securities Investor Protection Corporation (SIPC) (www.sipc.org). PFM Fund Distributors, Inc. is a wholly owned subsidiary of PFM Asset Management LLC.*