

TOLLING AGREEMENT

This Tolling Agreement (the "Tolling Agreement") is entered into by and between Colonel (Ret.) L. Morgan Banks, Colonel (Ret.) Debra L. Dunivin, Colonel (Ret.) Larry C. James, Dr. Russ Newman, and Dr. Stephen Behnke (collectively, "Claimants") and the American Psychological Association ("APA") as of June 26, 2016 (the "Effective Date"). Claimants and APA each are referred to herein as a "Party," and Claimants and APA collectively are referred to as "Parties."

WHEREAS, Claimants contend that they have potential claims as a result of the Report to the Special Committee of the Board of Directors of APA (the "Report"), which had been submitted to APA by Sidley Austin LLP on June 27, 2015;

WHEREAS, APA denies that it has any fault or liability for any potential legal claims asserted by Claimants;

WHEREAS, the Parties wish to preserve the *status quo* as of the Effective Date with respect to any applicable presently existing statutes of limitations, statutes of repose, and similar limitations periods, and any other defenses relating to the passage of time, including waiver, laches, estoppel, and late notice, and have agreed to execute this Tolling Agreement; and

WHEREAS, the Parties agree that the purpose of this Tolling Agreement is to afford Claimants an opportunity to present and APA an opportunity to hear the nature, substance, and merit of Claimants' potential claims and for APA to better understand the same;

NOW, THEREFORE, it is mutually agreed between the Parties that:

1. All causes of action, claims, and remedies that the Parties may have against each other based upon, relating to, arising out of, concerning, or involving the Report are hereby tolled and suspended as of the Effective Date (the "Tolled Claims"). The tolling and suspension of the applicable statute of limitations for the Tolled Claims shall continue until the Termination Date, as provided in Paragraph 5 below (the "Tolling Period").

2. The Parties hereby waive any applicable existing statutes of limitations, statutes of repose, tolling, and similar limitations periods, or other time deadlines and defenses relating to the passage of time relating to the Tolled Claims for the period of time from the Effective Date to the Termination Date, such that the Tolled Claims and defenses remain viable throughout the Tolling Period, except to the extent that such Tolled Claims or defenses are already barred as of the Effective Date. Each Party also expressly stipulates that it will not include any part of the Tolling Period in its calculations if it asserts that the Tolled Claims or defenses are barred, in whole or in part, by laches, waiver, estoppel, or by the expiration of any applicable limitations period or by other time-related defenses. During the Tolling Period, the Parties agree that the time to commence any and all claims, actions, or causes of action it may hold against each other, is tolled.

3. In exchange for and in consideration of the promises, covenants, and agreements set forth herein, Claimants hereby release any current or former officers and directors of APA from any and all manner of claims, demands, causes of action, obligations, damages, or liabilities whatsoever of every kind and nature, at law or in equity, known or unknown, and whether or not discoverable, which Claimants have, had, or may have against such current or former officers and directors in any way relating to the Report authored by Sidley Austin LLP, including, but not limited to the facts and circumstances discussed in the Report, and statements, personnel considerations, policy actions, or any other conduct in connection with the commissioning, drafting, receipt, distribution, publication, and response to any and all issues associated with the Report. Claimants irrevocably represent, warrant, covenant and agree not to, individually or collectively, bring, maintain, or otherwise institute any action against any current or former officers and directors of APA in any way relating to the Report. Nothing in this paragraph shall be construed as a release by Claimants of the Tolloed Claims against APA as an organization. APA agrees not to rely on this paragraph to assert a defense or bar to any Tolloed Claim brought against APA as an organization arising out of the actions, conduct, or inaction of any current or former officers or directors relating to the Report.

4. Nothing in this Tolling Agreement shall constitute or be construed as an admission by either Party or evidence that any claim could properly be asserted against it by the other Party, or that any such claim would have any basis in law or in fact. Except as expressly provided in this Tolling Agreement with respect to time-based defenses, this Tolling Agreement is not intended to and shall not have any effect upon any defense that either Party may assert to any claim brought by the other Party. Nothing in this Tolling Agreement shall constitute or be construed as an admission by either Party regarding whether or when any statute of limitations, laches, or other time-based defense has or has not begun to run on any potential claim or whether or not any potential claim is or is not already barred, impaired or limited by the passage of time. Nothing in this Tolling Agreement shall revive any claim, action suit, demand or cross-demand, or defense that is or would be barred as of the Effective Date, and nothing herein shall waive any claims or defenses any Party hereto may have as of such date.

5. The Tolling Period shall continue for a period of 29 days from the Effective Date, or until and including July 25, 2016 ("Termination Date"). No later than July 15, 2016, representatives of the Parties will confer in good faith to exchange their respective views whether it would be best to terminate or continue any discussions among them or any of them. The Parties agree that the provisions in Paragraph 3 shall survive termination of this Tolling Agreement and shall remain binding on Claimants.

6. During the Tolling Period, all Parties agree to preserve documents, records, and other potential evidence within their possession, custody, or control, relating to the Tolloed Claims and defenses.

7. All Parties agree that any discussions among them or any of them during the Tolling Period shall be covered by Federal Rule of Evidence 408, which states that any conduct

or statements made during such discussions shall not be admissible, on behalf of any party, either to prove or disprove the validity or amount of a disputed claim or impeach by a prior inconsistent statement or contradiction.

8. This Tolling Agreement shall not be modified except by a writing signed by the Parties. No waiver of any of the promises, obligations, terms, or conditions herein shall be valid unless it is written and signed by the Party against whom the waiver is sought to be enforced.

9. Neither the execution of this Tolling Agreement nor anything contained herein is intended to be, nor shall be deemed to be, an admission of any liability or an admission of the existence of facts upon which liability could be based.

10. The Parties agree that this Tolling Agreement may be published to APA's Council of Representatives after execution.

11. This Tolling Agreement constitutes the single and entire agreement between the Parties with respect to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by either Party except as specifically set forth herein. All prior disclosures, negotiations, and agreements are merged and integrated into and superseded by this Tolling Agreement.

12. This Tolling Agreement shall be construed as if both Parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against either Party.

13. Claimants and APA represent, warrant, and state that (a) all legal actions necessary for the effectuation and execution of this Tolling Agreement have been validly taken; (b) this Tolling Agreement constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (c) counsel whose signatures appear below on behalf of each Party are duly authorized to execute this Tolling Agreement.

14. This Tolling Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement.

ACCEPTED AND AGREED:

**For Claimants Col. (Ret.) L. Morgan Banks, Col. (Ret.) Debra L. Dunivin, Col. (Ret.)
Larry C. James, and Dr. Russ Newman**

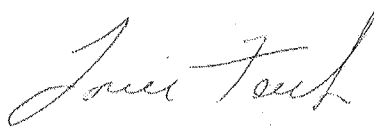


Bonny J. Forrest

06/26/16

Date

For Claimant Dr. Stephen Behnke



Louis J. Freeh

06/26/16

Date

For the American Psychological Association



David W. Ogden, Partner
Wilmer, Cutler, Pickering, Hale
and Dorr LLP

6/27/16
Date