

**CONSENT TO ASSIGNMENT OF THE AGREEMENT  
FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND FHN  
FINANCIAL MAIN STREET ADVISORS, LLC, TO MEEDER INVESTMENT MANAGEMENT,  
INC. WITH SUBSEQUENT ASSIGNMENT TO MEEDER PUBLIC FUNDS, INC.**

THIS CONSENT TO ASSIGNMENT (this "Consent") is made by the City of Redondo Beach, a chartered municipal corporation ("City"), FHN Financial Main Street Advisors, LLC, a Nevada limited liability company ("Assignor"), Meeder Public Funds, Inc., an Ohio corporation ("Assignee"), and Meeder Investment Management, Inc., a Delaware corporation ("Meeder Parent").

WHEREAS, the City and Assignor entered into that certain Agreement for Consulting Services dated February 18, 2020 (the "Agreement"), which has been amended on August 17, 2021, and January 17, 2023, respectively;

WHEREAS, Assignor and Meeder Parent have entered into an Assignment and Purchase Agreement dated October 31, 2023, whereby Assignor intends to transfer, and Meeder Parent intends to receive, Assignor's rights and obligations under the Agreement, with such transfer being effective as of the closing date of the acquisition (the "Effective Date"), subject to the City's consent;

WHEREAS, in anticipation of the Effective Date and the closing of the transaction as described above, Meeder Parent desires to assign all rights and obligations it acquires under the Assignment and Purchase Agreement to its wholly-owned subsidiary, Meeder Public Funds, Inc. ("Assignee"), with such assignment to become effective concurrently with the Effective Date;

WHEREAS, the Assignor is duly authorized and empowered to assign the Agreement to Meeder Parent, and Meeder Parent is duly authorized and empowered to further assign the Agreement to Assignee;

WHEREAS, in accordance with Section 18 of the Agreement, any merger, sale, or transfer of the Assignor's rights and obligations that results in a reduction of the Assignor's assets or net worth by twenty-five percent (25%) or more is deemed an assignment under the Agreement;

WHEREAS, under the Agreement, Assignor shall obtain City's consent for the assignment of the Agreement; and

WHEREAS, the City wishes to provide its consent to the assignment of the Agreement from Assignor to Meeder Parent and subsequently from Meeder Parent to Assignee, under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the City hereby issues its approval and consent to said assignment of the Agreement subject to the following conditions:

1. City consents to the assignment of the Agreement from Assignor to Meeder Parent and the subsequent assignment from Meeder Parent to Assignee, provided however that this Consent shall not impose any additional obligations on City nor affect any of the rights of City under the Agreement.

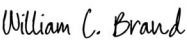
2. Assignor hereby assigns, transfers, and conveys to Meeder Parent, and Meeder Parent hereby assigns, transfers, and conveys to Assignee, all of Assignor's rights, and both Assignor and Meeder Parent delegate all of their respective duties and obligations under the Agreement to Assignee. This two-step assignment is acknowledged by the City, and this Consent shall not create any new obligations for City nor alter any existing rights of City under the Agreement, except as expressly provided herein.
3. Assignee accepts the assignment and delegation of the Agreement from Meeder Parent and agrees to be bound by, and to faithfully perform, all terms, conditions, and covenants contained therein. Assignee acknowledges that it assumes the obligations under the Agreement as if it were the original party thereto from the Effective Date and represents that it has the capacity and authority to fulfill the responsibilities and obligations assigned hereunder.
4. As of the Effective Date, defined herein as the date upon which the closing of the transaction between Assignor and Meeder Parent occurs, City shall remit all future payments relating to Assignor's services and/or products and services covered under the Agreement to Assignee. The City shall make no further payments to Assignor for any invoices submitted after the Effective Date, and Assignee shall provide the City with all necessary payment remittance information to ensure a seamless transition of the payment process.
5. Except as otherwise set forth herein, the terms and conditions of the Agreement, shall remain in full force and effect between the parties.
6. The individuals executing this Consent represent that they have full authority to execute this document on behalf of the entity for whom they are acting herein. In the event the parties for Assignor and Assignee are not duly authorized to enter into and execute this Consent, the parties shall be personally liable to City.
7. Should any provision of this Consent be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable to the fullest extent permitted by law.
8. This Consent may be modified or amended only by a subsequent writing executed by all of the parties.
9. This Consent shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law.
10. In the event of any dispute arising hereunder, venue for any action shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
11. In the event of any dispute arising out of this Consent, the prevailing party shall be entitled to its reasonable attorney's fees and costs, including expert witness fees.
12. In the event that the acquisition of Assignor by Meeder Parent, as contemplated under the Assignment and Purchase Agreement dated October 31, 2023, is not completed for any reason, this Consent shall become null and void. Upon such occurrence, all rights, obligations, and interests in the Agreement for Consulting Services shall revert to the

status quo ante as if this Consent had never been executed. Assignor shall retain all rights and obligations under the original Agreement for Consulting Services dated February 18, 2020, and any amendments thereto. Further, any actions, transfers, or assignments undertaken pursuant to this Consent shall be undone, and all parties shall take necessary steps to restore each other to their respective positions prior to the date of this Consent.

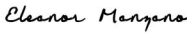
SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Consent in Redondo Beach, California, as of this 21st day of November, 2023.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

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William C. Brand, Mayor

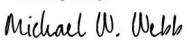
ATTEST:

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Eleanor Manzano, City Clerk

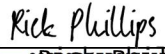
APPROVED:

DocuSigned by:  
  
Diane Strickfaden  
\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

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Michael W. Webb, City Attorney

ASSIGNOR:  
FHN FINANCIAL MAIN STREET ADVISORS, LLC  
a Nevada limited liability company

DocuSigned by:  
  
By: Rick Phillips  
Name: Rick Phillips  
Title: Founder

SIGNATURES FOLLOW ON NEXT PAGE

ASSIGNEE:  
MEEDER PUBLIC FUNDS, INC.  
an Ohio corporation

DocuSigned by:  
By: Jason Click  
Name: Jason Click  
Title: President

MEEDER PARENT:  
MEEDER INVESTMENT MANAGEMENT, INC.  
a Delaware corporation

DocuSigned by:  
By: Tim McCabe  
Name: Tim McCabe  
Title: Chief Legal Officer