

**ASSIGNMENT OF AGREEMENT**

This Assignment of Agreement ("Assignment of Agreement") is dated DECEMBER 12, 2023, and is between FHN Financial Main Street Advisors, LLC, a Nevada limited liability corporation authorized to do business in California ("Assignor"), Meeder Public Funds, Inc., an Ohio corporation authorized to do business in California ("Assignee"), and the County of Fresno, a political subdivision of the State of California ("County").

**Recitals**

A. On October 20, 2020, the County and the Assignor entered into County agreement number 20-422 ("Agreement") for advisory services in relation to all aspects of investing and maintaining the County of Fresno Treasury Investment Pool.

B. The Assignor represents to the County it has entered into an Assignment and Purchase Agreement with Meeder Investment Management, Inc. ("Meeder"), whereby the Assignor's assets will be acquired by Meeder. The Assignor further represents that, upon the completion of the acquisition by Meeder, employees of the Assignor will become employees of Meeder, and that Assignee, as a wholly-owned subsidiary of Meeder, will assume the operations of the Assignor. Therefore, upon completion of the acquisition, which the Assignor, Meeder, and the Assignee expect to happen in mid-December 2023, the Assignee will assume all rights, benefits, responsibilities, and obligations of the Assignor under the Agreement.

C. Section 7 of the Agreement provides that neither party to the Agreement may assign rights or delegate obligations under the Agreement without the prior written consent of the other party.

D. Assignor wishes to assign, transfer, and delegate all of its rights, benefits, responsibilities, and obligations under the Agreement to the Assignee.

E. Assignee wishes to accept the assignment, transfer, and delegation of the Assignor's rights, benefits, responsibilities, and obligations under the Agreement.

F. The County, the Assignor, and the Assignee now desire to amend the Agreement to transfer and assign the Agreement by the Assignor to the Assignee.

1           **The parties therefore agree as follows:**

2           1. As of the date when Meeder's acquisition of the Assignor is completed ("Effective Date"),  
3 Assignor hereby transfers and assigns all its rights and interest in the Agreement, and delegates  
4 all its obligations and responsibilities under the Agreement, to the Assignee (collectively,  
5 "Assignment").

6           a. Upon the completion of Meeder's acquisition of Assignor, Meeder or the Assignee  
7           shall give immediate written notice of that completion to the County, which notice  
8           must identify the date that is the Effective Date.

9           b. If the completion of Meeder's acquisition of the Assignor is delayed to a date that is  
10           later than December 18, 2023, Meeder or the Assignor shall give immediate written  
11           notice of that delay to the County, which notice shall identify the date when Meeder  
12           and Assignor anticipate the acquisition to be completed.

13           c. If the completion of Meeder's acquisition of Assignor is not completed, Assignor shall  
14           give immediate written notice of that non-completion, and this Assignment of  
15           Agreement shall have no effect.

16           2. The Assignee acknowledges that it has received and reviewed the Agreement, and  
17           accepts from the Assignor the Assignment of the Agreement and agrees, as a direct obligation  
18           to the County, without qualification or reservation of right, to perform each and every one of the  
19           Assignor's obligations and responsibilities under the Agreement, and to adhere to all provisions  
20           of the Agreement as though the Assignee were the signatory party of the Agreement, in lieu of  
21           the Assignor. The Assignee agrees that its liability under the Agreement shall include liability  
22           accruing as a result of the Assignor's, as well as Assignee's, performance or failure to perform  
23           its obligations under the Agreement.

24           3. The County agrees to the Assignment of the Agreement.

25           4. As of the Effective Date, Section 11 of the Agreement, titled "NOTICES," is amended to  
26           provide that the persons and their addresses having authority to give and receive notices under  
27           the Agreement, as amended by this Assignment of Agreement, are the following:  
28

**For the County:**

County of Fresno  
Attention: Treasurer  
PO Box 1247  
Fresno, CA 93715

**For the Contractor:**

Meeder Public Funds, Inc.  
6125 Memorial Drive  
Dublin, OH 43017  
Attention: Legal Department

5. The Assignee and the Assignor represent that all prior payments until the Effective Date of this Assignment have been paid to the correct party, and that no further payments are owed by the County to the Assignor, except for invoices, if any, submitted by the Assignor between the date hereof and the Effective Date.

6. When all parties have signed this Assignment, the Agreement and this Assignment of Agreement together constitute the Agreement.

7. The Assignor represents and warrants to the County that:

- a. The Assignor is duly authorized and empowered to sign and perform its obligations under this Assignment of Agreement.
- b. The individuals signing this Assignment of Agreement on behalf of the Assignor are duly authorized to do so and their signature on this Assignment legally binds the Assignor to the terms of this Assignment of Agreement.

8. The Assignee represents and warrants to the County that:

- a. The Assignee is duly authorized and empowered to sign and perform its obligations under this Assignment of Agreement.
- b. The individuals signing this Assignment of Agreement on behalf of the Assignee are duly authorized to do so and their signature on this Assignment legally binds the Assignee to the terms of this Assignment of Agreement.

9. The parties agree that this Assignment of Agreement may be executed by electronic signature as provided in this section.

- a. An "electronic signature" means any symbol or process intended by an individual signing this Assignment of Agreement to represent their signature, including but not

1 limited to (1) a digital signature; (2) a faxed version of an original handwritten  
2 signature; or (3) an electronically scanned and transmitted (for example by PDF  
3 document) version of an original handwritten signature.

4 b. Each electronic signature affixed or attached to this Assignment of Agreement (1) is  
5 deemed equivalent to a valid original handwritten signature of the person signing this  
6 Assignment for all purposes, including but not limited to evidentiary proof in any  
7 administrative or judicial proceeding, and (2) has the same force and effect as the  
8 valid original handwritten signature of that person.

9 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
10 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part  
11 2, Title 2.5, beginning with section 1633.1).

12 d. Each party using a digital signature represents that it has undertaken and satisfied  
13 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)  
14 through (5), and agrees that each other party may rely upon that representation.

15 e. This Assignment of Agreement is not conditioned upon the parties conducting the  
16 transactions under it by electronic means and either party may sign this Assignment  
17 of Agreement with an original handwritten signature.

18 10. This Assignment of Agreement may be signed in counterparts, each of which is an  
19 original, and all of which together constitute this Assignment of Agreement.

20 11. The Agreement as assigned and amended by this Assignment of Agreement is ratified  
21 and continued. All provisions of the Agreement not amended by this Assignment of Agreement  
22 remain in full force and effect.

23 [SIGNATURE PAGE FOLLOWS]  
24  
25  
26  
27  
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1 The parties have executed this Assignment of Agreement on the date stated in the  
2 Introductory clause.

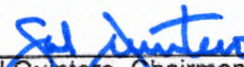
3 **ASSIGNOR**

4 FHN FINANCIAL MAIN STREET ADVISORS  
5 LLC

COUNTY OF FRESNO

6   
7 Rick Phillips, President

8 10655 Park Run Drive, Suite 120  
9 Las Vegas, NV 89144

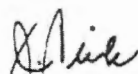
10   
11 Sal Quintero, Chairman of the Board of  
12 Supervisors of the County of Fresno

13 **ASSIGNEE**

14 MEEDER PUBLIC FUNDS, INC.

15 **Attest:**

16 Bernice E. Seidel  
17 Clerk of the Board of Supervisors  
18 County of Fresno, State of California

19   
20 Jason Click, President

21 6125 Memorial Drive  
22 Dublin, OH 43017

23 By:   
24 Deputy

25 For accounting use only:

26 Org No.:  
27 Account No.:  
28 Fund No.:  
Subclass No.: