

CONSENT TO ASSIGNMENT OF LEASE

This Consent to Assignment of Lease (“**Consent**”), dated as of the December 2, 2024 (the “**Effective Date**”), is entered into among G&I IX MJW Lake Pointe III & IV LLC, a Delaware limited liability company (“**Landlord**”), WealthPoint Advisors, LLC, an Indiana limited liability company (“**Assignor**”) and Allworth Financial, L.P., a Delaware limited partnership (“**Assignee**” and, together with Landlord and Assignor, collectively referred to herein as the “**Parties**”).

RECITALS

WHEREAS, Landlord and Assignor entered into that certain Lease dated February 18, 2022 (the “**Lease**”), whereby Landlord leased to Assignor approximately 3,598 square feet of office space located at 8520 Allison Pointe Blvd, Suite 230, Indianapolis IN (the “**Premises**”);

WHEREAS, Assignor desires to assign all of its rights and obligations as “Tenant” under the Lease to Assignee and Assignee wishes to accept the assignment of the Lease and assume all of the obligations as “Tenant” under the Lease pursuant to the terms and conditions of that certain Assignment and Assumption of Lease Agreement dated as of December 2, 2024, an executed copy of which is attached to this Consent as Exhibit A (the “**Assignment**”); and

WHEREAS, Assignor has requested that Landlord consent to the Assignment and Landlord is willing to consent to the Assignment pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consent to Assignment of Lease. Subject to the provisions of this Consent, Landlord hereby consents to: (a) Assignor’s assignment of its rights and obligations under the Lease to Assignee; and (b) Assignee's assumption of Assignor’s rights and obligations under the Lease, both pursuant to and in accordance with the Assignment as of the Effective Date.
2. No Default. Landlord and Assignor each acknowledge and agree that as of the Effective Date (a) the Lease is in full force and effect, and (b) to their knowledge, no default under the Lease has occurred and is continuing.
3. No Modification, Waiver or Release. Notwithstanding any provision in this Consent, the Lease or the Assignment to the contrary: (a) this Consent shall not be construed in any manner to modify, waive or affect any of the provisions of the Lease, or to waive any breach or default by Assignor under the Lease; and (b) Assignor shall not be released from, and Assignor shall be and remain liable for, the performance and observance of any and all tenant obligations and all of the provisions of the Lease, including, without limitation, the payment of fixed rent, additional rent and all other sums now or hereafter due under the Lease. Landlord makes no representations or warranties, express or implied, concerning the condition of the Premises, which is accepted by Assignee “as is, where is, with all faults,” and in full satisfaction of all of Landlord’s obligations that are or were to be performed and/or satisfied prior to the Effective Date.

4. Assignee's Assumption of Lease. Assignee, from and after the date of the Assignment, hereby assumes the performance and observance of any and all tenant obligations and all of the provisions of the Lease, including, without limitation, the payment of fixed rent, additional rent and all other sums due under the Lease. For all notices to be sent to "Tenant" pursuant to the Lease, the notice address for Assignee shall be as follows: 340 Palladio Parkway, Suite 501, Folsom, CA 95630.

5. Conditions. Landlord's consent to the Assignment shall not be deemed a consent to any other assignment of the Lease or subletting of the Premises. Landlord's consent as expressed herein is expressly contingent upon Assignor and/or Assignee submitting to Landlord a certificate of Assignee's insurance meeting all requirements set forth in the Lease and payment of all fees required by Article 14 of the Lease including an assignment fee in the amount of \$1,200.00, all reasonable legal fees incurred by Landlord with respect to the Assignment and the Consent, and any Transfer Premium.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Consent to be executed as of the Effective Date for all purposes.

LANDLORD:

G&I IX MJW Lake Pointe III & IV LLC,
a Delaware limited liability company

By: M&J LP Investors LLC, its operating manager

By: M&J LP Manager, Inc., its manager

By: 

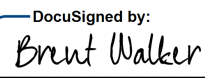
Name: Marc R. Wilkow

Title: President

**ACKNOWLEDGED AND AGREED
TO:**

ASSIGNOR:

WealthPoint Advisors, LLC, an Indiana
limited liability company

DocuSigned by:
By: 

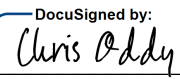
Name: Brent Walker

Title: President

ASSIGNEE:

Allworth Financial, L.P., a Delaware
limited partnership

By: AFG Intermediate GP, LLC, its
general partner

DocuSigned by:
By: 

Name: Chris Oddy

Title: Chief Financial Officer

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

FOR VALUE RECEIVED, WealthPoint Advisors, LLC, an Indiana limited liability company ("**Assignor**") hereby assigns, conveys, transfers, and sets over to Allworth Financial, L.P., a Delaware limited partnership having a principal place of business at 340 Palladio Parkway, Suite 501, Folsom, CA 95630 ("**Assignee**"), its successors and assigns, all of Assignor's right, title, and interest in, to, and under that certain Lease dated February 18, 2022, (the "**Lease**") made by and between G&I IX MJW Lake Pointe III & IV LLC, a Delaware limited liability company, as landlord, ("**Landlord**") and Assignor, as tenant, approximately 3,598 square feet of office space located at 8520 Allison Pointe Blvd, Suite 230, Indianapolis IN (the "**Premises**"), together with all options, rights, contracts, licenses, permits, deposits, and profits appurtenant to or related to the Lease. This Assignment and Assumption of Lease Agreement is subject to the terms and conditions of that certain Asset Purchase Agreement dated October 16, 2024, between Assignor and Assignee (the "**Purchase Agreement**").

Assignee hereby accepts the foregoing assignment and assumes all of the obligations of Assignor as tenant under the Lease accruing from and after the date hereof and agrees, for the benefit of Assignor, its successors and assigns, and for the benefit of Landlord, its successors and assigns, to pay, perform, discharge when due, and otherwise satisfy in due course all of such obligations and liabilities of the tenant under and in accordance with the provisions of the Lease.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment and Assumption of Lease Agreement as of December 2, 2024.

ASSIGNOR:

WealthPoint Advisors, LLC, an Indiana limited liability company

DocuSigned by:
By: Brent Walker
9C35DD05372A4BE...
Name: Brent Walker
Title: President

ASSIGNEE:

Allworth Financial, L.P., a Delaware limited partnership

By: AFG Intermediate GP, LLC, its General Partner

DocuSigned by:
By: Chris Oddy
E18D04DA133E41C...
Name: Chris Oddy
Title: Chief Financial Officer

Certificate Of Completion

Envelope Id: 5AD772D97BD448FDB50CA70A63E01500

Status: Completed

Subject: Complete with DocuSign: Consent to Assignment of Lease (Lake Pointe) - WealthPoint Allworth Sig...

Source Envelope:

Document Pages: 4

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Roberta Ambrosi

AutoNav: Enabled

8775 Folsom Blvd.

Envelope Stamping: Enabled

STE 100

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Sacramento, CA 95826

Roberta.Ambrosi@allworthfinancial.com

IP Address: 71.232.253.82

Record Tracking

Status: Original

Holder: Roberta Ambrosi

Location: DocuSign

11/13/2024 1:12:35 PM

Roberta.Ambrosi@allworthfinancial.com

Signer Events

Brent Walker

bwalker@wealthpointadv.com

President

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



9C35DD05372A4BE...

Signature Adoption: Pre-selected Style
Using IP Address: 76.210.157.9**Timestamp**

Sent: 11/13/2024 1:17:45 PM

Resent: 11/18/2024 10:23:08 AM

Viewed: 11/18/2024 11:00:16 AM

Signed: 11/21/2024 8:53:31 AM

Electronic Record and Signature Disclosure:

Accepted: 11/18/2024 11:00:16 AM

ID: daedafea-bbe6-4cd3-bdf7-3ff73ff0181f

Company Name: Allworth Financial

Chris Oddy

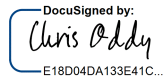
Chris.Oddy@AllworthFinancial.com

CFO

Allworth Financial

Security Level: Email, Account Authentication
(None)

DocuSigned by:



E18D04DA133E41C...

Signature Adoption: Pre-selected Style
Using IP Address: 12.8.94.234

Sent: 11/13/2024 1:17:45 PM

Viewed: 11/14/2024 10:02:08 AM

Signed: 11/14/2024 10:02:14 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

11/13/2024 1:17:45 PM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	11/18/2024 10:23:07 AM
Certified Delivered	Security Checked	11/14/2024 10:02:08 AM
Signing Complete	Security Checked	11/14/2024 10:02:14 AM
Completed	Security Checked	11/21/2024 8:53:31 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure

CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC DOCUMENTS AND SIGNATURES

Allworth Financial ("we" or "us") or ("Custodian") may be required to provide to you certain written notices or disclosures as part of the forms and agreements associated with doing business with us or Custodian. We are independent of and not owned, affiliated with or supervised by the Custodian. If the form or agreement presented is our document, such as a disclosure brochure or investment advisory agreement, then this Consent is between you and us. If the form or agreement presented is a Custodian document, such as an account application agreement, then this Consent is between you and the Custodian. We are your agent who chooses which electronic documents to send you for review and electronic signature. This is the case whether those documents are our forms or Custodian forms. You agree to immediately notify us if you receive any electronic document or information that appears to be in error or not intended for you. Described below are the terms and conditions for providing to you such notices and disclosures electronically for your signature through DocuSign, Inc.

Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document. If you want to use electronic documents and signatures, then you must consent and agree to the terms and conditions relating to the system and process that we and the Custodian will use, as set forth below. By checking the "I agree" button below, you will be giving your informed consent and agreement to use the electronic documents and signature system described below to electronically receive, review, and electronically sign paperless documents sent to you in electronic envelopes. You will be agreeing to be bound by any documents you electronically sign the same as if you had received a paper copy of the document and signed it by hand with an ink pen.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you from us or Custodian by contacting us. We may always, in our sole discretion, provide you with any document on paper, even if you have authorized electronic delivery.

Withdrawing your consent

We and the Custodian will ask you for this Consent each time you are given an envelope of electronic documents. Once you give your Consent for an envelope, you cannot withdraw it for that envelope. You can, however, choose not to give your consent in the future when you are presented with subsequent envelopes. If you do this, you will be unable to proceed electronically, and you may be required to use paper documents and signatures. If you give your Consent for an envelope, although you may not withdraw it, you can still choose not to electronically sign any or all electronic documents in that envelope.

Once you electronically sign a particular document, you cannot withdraw the Consent and Agreement for that document, but you can choose to not electronically sign any other documents included in the same envelope. In addition, before you complete an electronic signature of a document, you may cancel and exit the electronic signing process before clicking the 'Confirm Signing' (or other similarly titled button) and closing your browser.

How to Update Your Email Address

Please contact us directly if you need to update your email address where we should send notices and disclosures electronically to you.

Minimum required hardware and software

Operating Systems:

Windows 7, Mac OS X, Mac iOS 11

Browsers for SENDERS:

Internet Explorer 11

Browsers for SIGNERS:

Internet Explorer 11, Google Chrome 65, Safari 11, Firefox Standard 59, Firefox Extended 52

Email:

Access to a valid email account

Screen Resolution:

800 x 600 minimum

1024 x 768 recommended

Enabled Security Settings:

Allow per session cookies

Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Your use of the DocuSign system is subject to DocuSign's Terms of Use available at www.docusign.com/company/terms-of-use. We, the Custodian, and DocuSign are not affiliated with each other. Neither we nor the Custodian is responsible for the DocuSign system, and each disclaims any representations and all warranties regarding the DocuSign system. Your use of the DocuSign system is entirely your choice and solely your responsibility.

Security and Privacy Information

In accessing electronic documents and electronically signing them, you should use a computer operating system that has a firewall (software that is designed to prevent unauthorized access to your computer by blocking suspicious people or websites) and that it is turned on and up-to-date. You should also make sure that your computer has anti-virus software that it is turned on and that your subscription is current.

Emails sending you links to envelopes with electronic documents for electronic signature are not encrypted (unless the email expressly says that it is encrypted); but the contents of the envelopes are protected. For security and confidentiality, unencrypted emails will not include your name, full account number, or any other personal identifier. Be aware, however, that some email addresses may use part or all of your name. If you use a work email address, your employer or other employees may have access to your email. As with any form of communication, there is a risk of misdelivery or interception.

DocuSign has agreed with us to safeguard the security and privacy of all confidential customer information. DocuSign's privacy policy applies to your use of the DocuSign system. In addition, our privacy policy applies to information we receive from you as part of the electronic signature process. Links or references to where you can view ours and Custodian's respective privacy policies may be contained in the email notifying you of the documents on which your electronic signature is requested or the documents themselves. You may also contact us to be directed to our and/or Custodian's privacy policy.

Acknowledging your access and consent to receive and sign documents electronically

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC DOCUMENTS AND SIGNATURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- I will not contest the validity or enforceability of any electronic document I receive or electronically sign because the document and my signature are in electronic form; and
- Until or unless I notify my Advisor as described above, I consent to sign exclusively through electronic means and to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me.