



# 2024 Franchise Disclosure Document





## FRANCHISE DISCLOSURE DOCUMENT

Ameriprise Financial Services, LLC  
A Delaware Limited Liability Company  
200 Ameriprise Financial Center  
Minneapolis, Minnesota 55474  
Telephone: (612) 671-3131  
www.ameriprise.com  
ufocandfddquestions@ampf.com

The Independent Advisor will operate a business that offers brokerage services, financial planning, investment advice and consulting services, brokerage services, securities products and other related products and services under the “Ameriprise Financial Services, LLC” name and logo.

The total investment necessary to begin operation of an Ameriprise Financial Services, LLC Independent Advisor Business franchise is \$12,028.50 to \$132,704.50. This includes \$1,500 to \$6,500 that must be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Operations Department at 960 Ameriprise Financial Center, Minneapolis, Minnesota 55474, 612-671-5262, and at ufocandfddquestions@ampf.com.

The terms of your contract will govern your franchise relationship. Don't rely on this disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “*A Consumer's Guide to Buying a Franchise*,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission (“FTC”). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: March 26, 2024

## How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
<b>How much can I earn?</b>	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or <u>Exhibit J</u> .
<b>How much will I need to invest?</b>	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or <u>Exhibit N</u> includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only Ameriprise Financial Services, LLC Independent Financial Advisor Business in my area?</b>	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What’s it like to be an Ameriprise Financial Services, LLC Independent Financial Advisor Business franchisee?</b>	Item 20 or <u>Exhibits J and K</u> list current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the Table of Contents.

## What You Need to Know About Franchising *Generally*

**Continuing responsibility to pay fees.** You may have to pay royalties and other fees even if you are losing money.

**Business model can change.** The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

**Supplier restrictions.** You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

**Operating restrictions.** The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, how you market, what you sell, your access to customers and your hours of operation.

**Competition from franchisor.** Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

**Renewal.** Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

**When your franchise ends.** The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

### Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in [Exhibit B](#).

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

## Special Risks to Consider About *This Franchise*

Certain states require that the following risk(s) be highlighted:

**Out-Of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Minnesota. Out-of-state mediation, arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate or litigate with the franchisor in Minnesota than in your own state.

Certain states may require other risks to be highlighted. Check the State Specific Addenda to see whether your state requires other risks to be highlighted.

## MICHIGAN COVER PAGE

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

- (A) A prohibition on the right of a franchisee to join an association of franchisees.
- (B) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (C) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (D) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (E) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (F) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (G) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - (1) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
  - (2) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
  - (3) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
  - (4) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (H) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (C).
- (I) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer

its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL.

A franchisor whose most recent financial statements are unaudited and which show a net worth of less than \$100,000.00 shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

The escrow agent shall be a financial institution authorized to do business in this state. The escrow agent may release to the franchisor those amounts of the escrowed funds applicable to a specific franchisee upon presentation of an affidavit executed by the franchisee and an affidavit executed by the franchisor stating that the franchisor has fulfilled its obligation to provide real estate, improvements, equipment, inventory, training, or other items. This subsection does not prohibit a partial release of escrowed funds upon receipt of affidavits of partial fulfillment of the franchisor's obligation.

The name and address of the franchisor's agent in this state authorized to receive service of process is the Michigan Department of Commerce, Corporation and Securities Bureau, 2407 North Grand River Avenue, Lansing, Michigan 48906.

Any questions regarding this notice should be directed to:

Department of Attorney General  
Corporate Oversight Division  
Franchise Section  
PO Box 30213  
Lansing, Michigan 48909

Note: Notwithstanding paragraph (F) above, we intend to, and you agree that, we and you will fully enforce the provisions of the arbitration section of our agreements. We believe that paragraph (F) above is unconstitutional and cannot preclude us from enforcing the arbitration provisions.

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**ITEM 1**  
**THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES**

The Franchisor

This disclosure document describes the franchise offered by Ameriprise Financial Services, LLC (“**Ameriprise Financial**”, “**Ameriprise**”, “**we**” or “**us**”). We were formed as a Delaware corporation on June 14, 1971, and on January 9, 2020, we converted to a Delaware limited liability company. We conduct our business under our corporate name, the “Ameriprise” trademark, “Ameriprise Financial®” registration mark and the “Ameriprise Financial” logo. Our principal business address is 200 Ameriprise Financial Center, Minneapolis, Minnesota 55474.

We and our affiliates offer personalized financial products and services to help clients achieve their financial goals through personal financial planning and advice. Over the years, we and our financial advisors have helped millions of people invest and save billions of dollars for what is important to them. In today’s complex financial world, we help our financial advisors serve clients by providing a clear vision of financial opportunities and pitfalls, a listening ear and a steady voice. Through our ongoing relationship with clients, we and our financial advisors identify and tailor solutions for clients’ specific needs. Our overall vision is to be the most sought-after financial planning and services firm.

We and our affiliates offer a wide range of personalized financial services and product solutions to help meet clients’ financial needs and objectives. These include: alternative investments, annuities and insurance, asset management, brokerage, investment advisory services, mutual funds, REITS, retirement plans, trust services, wealth management and other products and services. The financial products and services that we and our affiliates offer are provided and marketed to clients nationwide through our and our affiliates’ employees, independent contractors and third parties. We and our affiliates use direct marketing, local and national advertising, online services, seminar presentations and telemarketing to market the financial products and services that we offer.

Prior to October 1, 2005, we were affiliated with American Express Company (“AEC”). On September 30, 2005, AEC spun-off our direct parent, Ameriprise Financial, Inc., to the shareholders of AEC and it became an independent public company with separate management. As an independent company, Ameriprise Financial, Inc., and its wholly owned subsidiary, Ameriprise Financial Services, LLC (formerly, Ameriprise Financial Services, Inc.), are not affiliated with AEC or any affiliate of AEC.

In 1999, we began offering franchises for Ameriprise Financial, formerly American Express Financial Advisors Inc., independent financial advisor businesses. Other than the franchise described in this disclosure document, we do not grant and have not granted franchises in any other line of business. We began contracting with non-franchised independent contractors (“**Independent Contractors**”) who sell our financial products and services. We also utilize non-franchised personal financial advisors that operate as employees (“**Employees**”). Employees are eligible for commissions, are paid a draw amount and receive training on offering products and services to clients. Employees operate under agreements with us (“**Advisor Agreement**”), of which the terms are different from those described in this disclosure document. Prior to 1999, financial advisors were our Employees during their first year and became Independent Contractors thereafter. Beginning in 1999, financial advisors had the choice to either remain an Employee or become a franchisee (“**Independent Advisor(s)**”). At the end of 2023, we had approximately 4,003 Independent Advisors and approximately 1,751 Employees nationwide. We also offer Independent Advisors the opportunity to use non-franchised personnel financial advisors that operate as employees or contractors of our Independent Advisors (“**Associate Financial Advisors**”). We began offering Independent Advisors the opportunity to use Associate Financial Advisors in 2002, and at the end of 2023, there were approximately 4,146 Associate Financial Advisors. Independent Advisors wishing to utilize an Associate Financial Advisor must sign Addendum 4 to the Franchise Agreement. We also utilize corporate office staff (“**Corporate Staff**”) to service clients online and/or over the telephone. In 2017, our affiliate acquired Investment Professionals, Inc., a broker-dealer that provides investment services through relationships with banks, credit unions and other financial institutions. Referred to as Ameriprise Financial Institutions Group (“**AFIG**”), this group operates separately from our Independent Advisors, Employees and Corporate Staff. At the end of 2023, there were approximately 325 AFIG advisors. AFIG advisors, Employees, Associate Financial Advisors and Corporate Staff offer financial products and services that are similar to or the same as the products and services that will be offered by the Independent Financial Advisor Business offered in this disclosure document. Independent Advisors pay an Initial Fee and a monthly Association Fee, unlike AFIG advisors, Employees and Corporate Staff who pay no such fees.

A list of our agents for service of process is attached to this disclosure document as Exhibit E.

## Our Parent and Affiliates

We are a wholly owned subsidiary of Ameriprise Financial, Inc., a Delaware corporation (“**Parent**”). We have 13 affiliates that may provide products and services to our franchisees and clients, each of which is a wholly-owned subsidiary of the Parent or us: American Enterprise Investment Services Inc., which is a clearing broker for brokerage transactions processed through brokerage accounts with us; Ameriprise Bank, FSB, which provides deposit, lending and personal trust products and services; Ameriprise Captive Insurance Company, which is a risk financing entity for Ameriprise Financial; Ameriprise Certificate Company, which offers investment certificates; Ameriprise Trust Company and Ameriprise Capital Trusts I-IV, which offer trust services to qualified plans; Columbia Management Investment Advisers, LLC, which provides investment advice to institutional clients and mutual funds; Columbia Management Investment Distributors, Inc., which serves as the principal underwriter and distributor of the Columbia-branded suite of funds, serves as placement agent of private funds managed by Columbia Management Investment Advisers, LLC, distributes Columbia Trust collective funds and offers separately managed account strategies managed by Columbia Management Investment Advisers, LLC to wrap program sponsors; Columbia Management Investment Services Corp., which is an SEC-registered transfer agent for Columbia-branded funds, Ameriprise certificates and processes shareholder purchase and redemption requests; RiverSource Distributors, Inc., which is a limited purpose broker-dealer that distributes variable life insurance and variable annuities through us; RiverSource Life Insurance Company and RiverSource Life Insurance Co. of New York, which are conventional life insurance companies offering fixed and variable annuities, disability income insurance, fixed and variable life insurance and long-term care insurance; and Threadneedle International Limited and Columbia Wanger Asset Management, LLC, which advise and sub-advise institutional clients and mutual funds.

A list of our affiliates and their respective business addresses is attached to this disclosure document as Exhibit C. Except as specified above, our predecessors and affiliates have not in the past offered franchises in this or any other line of business.

## The Franchise Offered

We have developed and own a distinctive system that offers, through financial advisors, brokerage services, financial planning, insurance products, investment advice and consulting services, lending services, securities products, tax planning services and other related products and services provided or procured through us, our affiliates and/or third parties (collectively, “**Products & Services**”) to individuals and/or business owners (“**System**”). The distinguishing characteristics of the System include: nearly 130 years of history in financial services; distinctive products and services; a high level of regulatory and securities compliance; the highest standards of customer service and quality advice, including financial planning; administration procedures providing for superior customer service and management control, including consolidated statements; orientation programs; advertising and promotional programs; and direct marketing, telemarketing and online services directed to clients; all of which may be changed, improved and further developed by us from time to time. The System is identified by emblems, indicia of origin, logos, service marks, trademarks and trade names for use in connection with the System, as further specified in Item 13 (“**Proprietary Marks**”).

If we offer a franchise to you (we will refer to the franchisee as “**you**”), you will sign the Independent Advisor Business Franchise Agreement (“**Franchise Agreement**”, attached to this disclosure document as Exhibit A), which will grant you the right to establish and operate the independent financial advisor business using our System and the Proprietary Marks (“**Independent Financial Advisor Business**”). To promote the highest standards of operation under the System, we have prepared Confidential Manuals (“**Manuals**”), to which you will be granted access by a method selected by us, and which include but are not limited to: the Compensation Reference Guide (defined below); the Confidential Operations and Compliance Manual; and bulletins, manuals, policies and procedures setting forth the minimum standards for the Independent Financial Advisor Business, including Client Satisfaction, communications, Compliance, use of the Proprietary Marks, processing procedures, privacy policies, signage, the Code of Conduct and the Individual Treatment Policy.

As our franchisee, you would be an Independent Advisor and you would offer the Products & Services to clients. The Products & Services the Independent Financial Advisor Business would offer include: (i) advisory, financial planning, securities brokerage and/or other financial services; and (ii) annuity policies and life insurance, contracts and other insurance products, financial products, investment certificates, investments, stocks and other products and securities.

We divide with you, the revenues received from the sale of all Products & Services and all other income of every kind and nature related to the Independent Financial Advisor Business (“**Compensation**”), as follows. During each

Accounting Period (defined below), we will provide you with a statement showing the financial activity for Products & Services and various long-term compensation items, detailing the Compensation for the prior Accounting Period. From the Compensation, we: (i) retain a percentage of the Compensation, as specified in the Manuals (“**Compensation Reference Guide**”); (ii) pay to your Franchise Consultant (“**Consultant(s)**”) the percentage of the Compensation specified in the Franchise Consulting Services Agreement (defined below); (iii) pay to your Registered Principal (defined below) the amount specified in the Supervision Agreement (defined below); and (iv) pay to you, the balance of the Compensation after deducting any fees (including the Association Fee (defined below)), interest and other monies due to us for services authorized by you and/or deductions provided for in the Franchise Agreement. See Item 6 for a description of these expenses that may be applicable to the Independent Financial Advisor Business.

Independent Advisors have the option to negotiate agreements with Consultants for leadership services (collectively, “**Consulting Agreement(s)**”). The Consulting Agreement sets forth the services to be provided by the Consultant to the Independent Advisor, such as business planning, coaching and marketing services. Consultants receive a fee or percentage of Compensation for the services they provide to Independent Advisors and some Consultants may solicit individuals to join our System.

All Independent Advisors are associated persons of Ameriprise Financial Services, LLC and must be supervised by a registered principal (“**Registered Principal**”) (or other compliance officials as designated below) in the System. Each Independent Advisor must enter into an agreement with a Registered Principal or Ameriprise Financial for purposes of compliance supervision, which is Addendum 1 of the Franchise Agreement (“**Supervision Agreement**”). A Registered Principal maintains an Office of Supervisory Jurisdiction (“OSJ”) in accordance with the regulations and rules of the Securities and Exchange Commission (“SEC”), FINRA (defined below) and the policies and procedures set forth in the Manuals. Registered Principals are registered individuals responsible for supervising Independent Advisors to ensure that Independent Advisors comply with insurance, securities and other regulatory requirements. Registered Principals are authorized by us to provide these services to Independent Advisors under the System. Registered Principals are generally franchisees that operate under the Franchise Agreement and a Registered Principal Agreement, which is Addendum 2 of the Franchise Agreement (“**Registered Principal Agreement**”), or are employees of Ameriprise Financial.

Independent Advisors must pay a monthly fee for their compliance supervision, which will be determined by Ameriprise Financial as a flat fee. The factors used to determine the compliance supervision fee include: the expected sales volume, Independent Advisor’s compliance record, record keeping costs and the Registered Principal’s time required in providing services. Ameriprise Financial must approve all Registered Principals. If an Independent Advisor does not have a Registered Principal for compliance supervision, we will, for a fee, appoint one of our employees to provide compliance supervision. Since Registered Principals receive a fee for services they provide to Independent Advisors, some Registered Principals may solicit individuals to join our System.

Consultants, Independent Advisors and Registered Principals may receive from Ameriprise Financial, a bonus or referral fee based on the production generated at the prior firm of each prospective franchisee who they refer to us and who becomes an Ameriprise Financial franchisee. Consultants and Independent Advisors may also negotiate to receive a portion of Compensation earned by the prospective franchisee. Other employees of Ameriprise, independent contractors, or contractors and employees of franchisees may also receive a bonus or referral fee for each prospective franchisee who they refer to us and who becomes an Ameriprise Financial franchisee.

**ITEM 2**  
**BUSINESS EXPERIENCE**

**William J. Williams**

*Executive Vice President – Ameriprise Franchise Group*

Mr. Williams has been our Executive Vice President – Ameriprise Franchise Group since January 2010. From January 2008 to January 2010, Mr. Williams was our Senior Vice President – Franchise Advisors. From October 2005 to January 2008, Mr. Williams was our Senior Vice President – U.S. Advisor Group – Central/Western Region.

**Patrick H. O’Connell**

*Executive Vice President – Ameriprise Advisor Group and Ameriprise Financial Institutions Group*

Mr. O’Connell has been our Executive Vice President – Ameriprise Advisor Group and Ameriprise Financial Institutions Group since January 2013. From January 2009 to January 2013, Mr. O’Connell was our Senior Vice President – Ameriprise Advisor Group. From January 2002 to January 2009, Mr. O’Connell was our Group Vice President.

**Jay L. McAnelly**

*Group Vice President – Ameriprise Financial Institutions Group*

Mr. McAnelly has been our Group Vice President – Ameriprise Financial Institutions Group since August 2017. From May 2010 to August 2017, Mr. McAnelly was the President and CEO – Non-Interest Income Opportunity Expert for Financial Institutions of Investment Professionals, Inc. in San Antonio, Texas.

**Richard Scott Hirsh**

*Franchise Regional Vice President*

Mr. Hirsh has been our Franchise Regional Vice President since March 2016. From May 2013 to March 2016, Mr. Hirsh was our Field Vice President. From March 2011 to May 2013, Mr. Hirsh was our Divisional Vice President – Business Development.

**Michael E. Lawson**

*Franchise Regional Vice President*

Mr. Lawson has been our Franchise Regional Vice President since July 2011.

**Patricia M. Moll**

*Franchise Regional Vice President*

Ms. Moll has been our Franchise Regional Vice President since December 2021. From September 2008 to December 2021, Ms. Moll was our Field Vice President.

**Thomas M. North II**

*Franchise Regional Vice President*

Mr. North II has been our Franchise Regional Vice President since July 2015. From January 2006 to July 2015, Mr. North II was our Field Vice President.

**DeVere Marcus Ranger II**

*Franchise Regional Vice President*

Mr. Ranger II has been our Franchise Regional Vice President since December 2022. From January 2014 to December 2022, Mr. Ranger II was our Field Vice President.

**Francis (Tres) M. Rouquette III**

*Franchise Regional Vice President*

Mr. Rouquette III has been our Franchise Regional Vice President since January 2008. From January 2007 to January 2008, Mr. Rouquette III was our Group Vice President. From August 1998 to January 2007, Mr. Rouquette III was our Field Vice President.

**James M. Cracchiolo**

*Chairman and Chief Executive Officer of Ameriprise Financial, Inc.*

Mr. Cracchiolo has been the Chairman and Chief Executive Officer of Ameriprise Financial, Inc., the Parent company of Ameriprise Financial Services, LLC, since September 2005.

**Gumer C. Alvero***President – Insurance & Annuities*

Mr. Alvero has been our President – Insurance & Annuities since March 2022. From March 2021 to March 2022, Mr. Alvero was our Executive Vice President – Insurance & Annuities. From June 2010 to March 2021, Mr. Alvero was our Executive Vice President – Annuities.

**Walter S. Berman***Executive Vice President and Chief Financial Officer*

Mr. Berman has been our Executive Vice President and Chief Financial Officer since 2001.

**Sandra L. Bolton***Executive Vice President – Wealth Management Solutions*

Ms. Bolton has been our Executive Vice President – Wealth Management Solutions since July 2022. From November 2021 to June 2022, Ms. Bolton was the Chief Integration Officer and Managing Director for FS Investments. From March 2015 to August 2021, Ms. Bolton was the Managing Director, Head of Managed Investments – Investment Solutions Group for Bank of America Merrill Lynch.

**Gregory G. Carr***Executive Vice President – Service, Operations & Trading*

Mr. Carr has been our Executive Vice President – Service, Operations & Trading since December 2023. From January 2018 to December 2023, Mr. Carr was our Senior Vice President. From November 2011 to January 2018, Mr. Carr was our Vice President – Head of Capital Markets Trading, Managed Accounts Trading & Services.

**William Davies***Global Chief Investment Officer of Columbia Threadneedle Investments*

Mr. Davies has been the Global Chief Investment Officer of Columbia Threadneedle Investments since September 1993.

**Kelli A. Hunter Petruzillo***Executive Vice President – Human Resources*

Ms. Hunter Petruzillo has been our Executive Vice President – Human Resources since June 2005.

**David Logan***Head of EMEA and Global Business Operations*

Mr. Logan has been the Head of EMEA and Global Business Operations since November 2023. From November 2021 to November 2023, Mr. Logan was the Global Chief Operating Officer of Columbia Threadneedle Investments EMEA APAC. From July 2016 to November 2021, Mr. Logan was the Head of Distribution for BMO Global Asset Management.

**Deirdre D. McGraw***Executive Vice President – Marketing, Communications and Community Relations*

Ms. McGraw has been our Executive Vice President – Marketing, Communications and Community Relations since May 2014.

**Heather J. Melloh***Executive Vice President and General Counsel*

Ms. Melloh has been our Executive Vice President and General Counsel since June 2022. From January 2020 to June 2022, Ms. Melloh was our Senior Vice President and Assistant General Counsel. From January 2016 to January 2020, Ms. Melloh was our Vice President and Lead Chief Counsel.

**Gerard P. Smyth***Executive Vice President and Chief Information Officer*

Mr. Smyth has been our Executive Vice President and Chief Information Officer since August 2020. From August 2013 to August 2020, Mr. Smyth was our Executive Vice President – Advice & Wealth Management, Technology. From August 2007 to August 2013, Mr. Smyth was our Senior Vice President – Advice & Wealth Management, Technology.

**Joseph E. Sweeney**

*President – Advice & Wealth Management, Products and Service Delivery*

Mr. Sweeney has been our President – Advice & Wealth Management, Products and Service Delivery since June 2012. From June 2009 to June 2012, Mr. Sweeney was our President – Advice & Wealth Management, Products & Services. From June 2005 to June 2009, Mr. Sweeney was our President – Financial Planning, Products & Services.

**William F. Truscott**

*Chief Executive Officer of Global Asset Management*

Mr. Truscott has been the Chief Executive Officer of Global Asset Management since October 2012.

**Abu M. Arif**

*Senior Vice President – General Manager Banking and Cash Solutions, Business Development*

Mr. Arif has been our Senior Vice President – General Manager Banking and Cash Solutions, Business Development since January 2007.

**Laura B. Brose-Wilman**

*Vice President – Planning & Administration*

Ms. Brose-Wilman has been our Vice President – Planning & Administration since May 2018. From October 2015 to May 2018, Ms. Brose-Wilman was our Vice President – Advisor Development and Programs.

**Manish P. Dave**

*Senior Vice President – Business Development*

Mr. Dave has been our Senior Vice President – Business Development and Advisor Recruiting since September 2006.

**Joseph D. Fleming**

*Senior Vice President – Advice & Wealth Management Chief Compliance Officer*

Mr. Fleming has been our Senior Vice President – Advice & Wealth Management Chief Compliance Officer since February 2019. From October 2017 to February 2019, Mr. Fleming was our Chief Compliance Officer. From March 2008 to October 2017, Mr. Fleming was the Chief Compliance Officer – Wealth Management of RBC Capital Markets Corporation in Minneapolis, Minnesota.

**Michael R. Greene**

*Senior Vice President – Advisor Business Development Group*

Mr. Greene has been our Senior Vice President – Business Development Group since December 2010. From March 2009 to December 2010, Mr. Greene was our Vice President – Advisor Business Development Group. From July 2006 to March 2009, Mr. Greene was our Vice President – Financial Planning.

**Jeff E. Soderstrom**

*Senior Vice President – Supervision & Risk Mitigation*

Mr. Soderstrom has been our Senior Vice President – Supervision & Risk Mitigation since July 2018. From June 2009 to July 2018, Mr. Soderstrom was our Vice President – Risk Mitigation.

**Sandeep S. Sugavanam**

*Senior Vice President – India Operations*

Mr. Sugavanam has been our Senior Vice President – India Operations since October 2005.

**Jamie L. Wanless**

*Senior Vice President – Ameriprise Advisor Center*

Mr. Wanless has been our Senior Vice President – Ameriprise Advisor Center since February 2019. From December 2005 to February 2019, Mr. Wanless was our Vice President – Ameriprise Advisor Center.

## ITEM 3 LITIGATION

### ADVISOR RELATED CLIENT LITIGATION

Ameriprise Financial is a defendant in approximately 40–60 claims filed each year by clients (out of over 2,000,000 clients). Most of the claims relate to investment products sold by Ameriprise Financial registered representatives, and generally involve client allegations of advisor error, negligence, misrepresentation, unsuitability or fraud relating to market losses. None of the claims either alleged or resulted in any material amounts against Ameriprise Financial. Ameriprise Financial's advisors are largely protected from the costs of these claims by Ameriprise Financial's Errors and Omissions Program, the cost of which is covered by your Errors and Omissions Fee.

All references to Ameriprise Financial Services, Inc. refer to Ameriprise Financial Services, LLC.

Below are descriptions of non-routine or class action client-related matters claiming over \$5,000,000 in compensatory damages (not including punitive damages), which must be disclosed:

#### A. Pending Matters:

No pending advisor related client matters are required to be disclosed.

#### B. Concluded Matters:

No concluded advisor related client matters are required to be disclosed.

### FIELD SALES FORCE RELATED LITIGATION

Over each of the past 10 years, Ameriprise Financial has had approximately 5 to 12 civil lawsuits or FINRA arbitrations filed against it by current or former employees of its corporate office, field support personnel or by members of the field sales force (members of the field sales force may be either Employees or Independent Contractors of Ameriprise Financial). Most of these lawsuits or FINRA arbitrations have alleged claims of discrimination under federal and state anti-discrimination statutes, as well as other employment-related claims for breach of contract, breach of good faith and fair dealing, emotional distress, fraud, negligence and unfair and deceptive practices. This type of litigation filed by corporate office employees or field personnel generally has no material or threatened material impact on Ameriprise Financial, and thus, Ameriprise Financial has not specifically described those cases.

Below are descriptions of employee or field sales force related matters, which must be disclosed:

#### A. Pending Matters:

Robert Peter Petrocine v. Ameriprise Financial, et al., FINRA Case No. 20-03775, filed on December 1, 2020. Claimant is a former employee advisor alleging he suffered a hostile work environment and further alleging Respondents terminated him because he reported Respondents' alleged misconduct of forcing clients to change their commission-based accounts into fee-based accounts for the purpose of generating more revenue. Claimant's causes of action include: civil racketeering and RICO, New Jersey Conscientious Employee Protection Act, Americans with Disabilities Act, negligent supervision and constructive discharge. Claimant requests damages in excess of \$46,343,696, plus unspecified punitive damages. The arbitration hearing is currently scheduled for May 20 – May 24, 2024.

#### B. Concluded Matters:

No concluded employee or field sales force related matters are required to be disclosed.

Ameriprise Financial brings approximately 5-10 cases each year to enforce its contractual and other legal rights against: (i) former representatives and officers; and (ii) certain competitors, including enforcing post termination covenants in Ameriprise Financial's Franchise Agreement and other standardized contracts. Under these contracts, Ameriprise Financial's registered representatives and field officers agree to preserve the confidentiality of specified Ameriprise Financial information – including certain client information, and to refrain from diverting Ameriprise Financial's clients whom they learned about or serviced through Ameriprise Financial for one-year after termination. Ameriprise Financial typically obtains injunctive relief enforcing its contracts, plus a monetary settlement or award in its favor.

Ameriprise Financial brings approximately 5-15 cases each year against terminated Independent Advisors for unpaid debt balances. During 2023, Ameriprise Financial pursued approximately 19 new collection cases. Upon termination, Ameriprise Financial conducts an audit of Compensation to ensure business submitted prior to termination or default is paid and to allow for all other pending business transactions to post appropriately. When audits reveal unpaid charges and/or reverse commissions, or if there is an outstanding balance on a promissory

note, Ameriprise Financial will pursue payment of debt balances with former Independent Advisors. Efforts are made to resolve these matters directly, through a collection agency and/or through arbitration proceedings.

Below are descriptions of Ameriprise initiated collection matters, which must be disclosed:

A. Pending Matters:

Ameriprise Financial Services, LLC v. Robert William Urban v. Clayton Harrison, FINRA Case No. 22-02783, filed on December 6, 2022. Claimant's statement of claim against Respondent Urban, a former franchisee, includes: breach of transition note, breach of working capital note and loan agreement, breach of franchise agreement, unjust enrichment, attorney's fees and costs, entry of award for transition note and permanent injunctive relief. Total outstanding note debt in the statement of claim is \$684,955.62. Respondent Urban filed a counterclaim alleging: breach of contract, negligent misrepresentation, prima facie tort and punitive damages in the amount of \$500,000. This case is pending FINRA mediation with a date to be determined.

B. Concluded Matters:

No concluded collection related matters are required to be disclosed.

## RECRUITING RELATED LITIGATION

Financial services firms bring approximately 5-15 cases each year against Ameriprise Financial to enforce contractual and other legal rights arising from Ameriprise Financial's successful recruitment of experienced advisors. These claims are ordinary routine litigation incidental to the recruitment of approximately 300-400 experienced advisors on an annual basis. Claims against Ameriprise Financial are typically filed in FINRA arbitration or federal or state court and involve allegations of tortious interference with a non-solicit agreement or inducement to misappropriate trade secrets. These claims typically include a request for damages and may include a request for injunctive relief. This type of litigation filed by financial services firms generally has no material or threatened material impact on Ameriprise Financial, and thus, Ameriprise Financial has not specifically described those cases.

Below are descriptions of recruiting related matters, which must be disclosed:

A. Pending Matters:

Allstate Insurance Company, et al. v. Ameriprise Financial Services, Inc., U.S. District Court in the Northern District of Illinois, Eastern Division, Case No. 17-CV-05826, filed on August 16, 2017. Plaintiffs allege Defendant engaged in a national effort to unlawfully solicit Allstate's customers. Plaintiffs' causes of action allege violations of the Defend and Trade Secrets Act, tortious interference with business relationships and unfair competition. Plaintiffs requested unspecified damages in the complaint. The parties negotiated a confidential settlement in principle at a mediation on January 19, 2024; the parties are in the process of executing a definitive settlement agreement.

B. Concluded Matters:

No concluded recruiting related matters are required to be disclosed.

## REGULATORY ACTIONS

Below are descriptions of Regulatory Actions, which must be disclosed:

A. SEC and FINRA Actions

In August 2018, Ameriprise Financial reached a settlement with the SEC regarding allegations that from 2011 through 2014 the firm failed to adopt and implement policies and procedures reasonably designed to safeguard retail investor assets against misappropriation and failed to reasonably supervise five representatives with a view to preventing and detecting violations of certain federal securities laws by these representatives. The firm agreed to pay a civil penalty amount of \$4.5 million. The firm further reimbursed all impacted clients for the losses they incurred due to the misconduct. The firm also took steps to enhance controls, policies and procedures related to the safeguarding of client assets against misappropriation or theft by its associated persons and voluntarily retained a compliance consultant to assess and confirm the reasonableness of these controls, policies and procedures.

In December 2017, Ameriprise Financial reached a settlement with the SEC regarding allegations that from December 2010 through October 2013, the firm negligently relied on misrepresentations made by F-Squared Investments, Inc. regarding certain of its ETF portfolios, and as a result, the firm made false statements about the portfolios in certain advertisements. The SEC also alleged that the firm had failed to adopt and implement written compliance policies and procedures reasonably designed to prevent the alleged violations. The firm agreed to pay



a disgorgement amount of \$6.3 million plus prejudgment interest of \$700,000 and a civil penalty amount of \$1.75 million.

In September 2016, Ameriprise Financial reached a settlement with FINRA regarding allegations that between October 2011 and September 2013, the firm failed to detect and prevent wire transfers from five of its customers to one of its registered representatives. FINRA also alleged this went undetected because the firm failed to establish, maintain and enforce a supervisory system that was reasonably designed to review and monitor the transmittal of funds from accounts of customers to third parties, including those controlled by registered representatives of the firm. The firm paid restitution plus interest to the impacted customers and a fine of \$850,000.

**B. State Securities Actions**

No state securities actions are required to be disclosed.

Other than the matters stated above, there is no other litigation that must be disclosed in this Item.

## **ITEM 4 BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

## **ITEM 5 INITIAL FEES**

### Initial Fee

When you sign the Franchise Agreement, you must pay us an Initial Fee as a lump sum payment. The Initial Fee is \$1,500. This fee is fully earned and non-refundable as consideration of administrative and other expenses incurred by us in entering into the Franchise Agreement. We will also provide an initial orientation program to you as part of the Initial Fee. The Initial Fee is not increased for individuals that are offered the opportunity to sign the Registered Principal Agreement (Addendum 2).

For employees of Ameriprise Financial who seek to become an Independent Advisor after a job elimination, we may waive the Initial Fee, as specified in Addendum 6 to the Franchise Agreement.

### Optional Training Programs

We offer various optional training programs. You may wish to attend some of our optional training programs prior to opening the Independent Financial Advisor Business. We estimate the cost of attending an optional training program will range from \$0 to \$5,000 (for multiple day workshops) per training program. The payments for optional training programs are non-refundable. Some training programs may only be available to Independent Advisors who are enrolled in a specific program or who meet specific program requirements. See Item 6 and Item 11 for further details regarding our optional training programs. Employees who become Independent Advisors may also attend optional training programs; the cost to these Independent Advisors will range from \$0 to \$5,000 (for multiple day workshops) per training program. Except as otherwise specified above, all fees are payable in lump sum.

**ITEM 6  
OTHER FEES**

<b>Type of Fee<sup>1</sup></b>	<b>Amount<sup>2</sup></b>	<b>Due Date<sup>3</sup></b>	<b>Remarks</b>
<b>Administration Fee<sup>5</sup></b>	.0025% to .26% on Advisory Solutions (Managed Accounts) AUM	As incurred	See Item 19 for information on the Administration Fee and the Global Admin Fee discount.
<b>Advertising Contributions<sup>6</sup></b>	Will vary by campaign	As incurred	
<b>Ameriprise Platinum Financial Services<sup>7</sup></b>	\$1,000 to \$4,000	As incurred	Optional program
<b>Association Fee<sup>8</sup></b>	\$290 per month	Monthly <sup>4</sup>	
<b>Association Fee – Associate Financial Advisor<sup>9,10</sup></b>	\$695 to \$2,545 per month per Associate Financial Advisor	Monthly <sup>4</sup>	
<b>Association Fee – Registered Staff (Paraplanner)<sup>9, 11</sup></b>	\$260 to \$1,085 per month per Paraplanner	Monthly <sup>4</sup>	
<b>ATS Enhanced Services<sup>9, 12</sup></b>	\$100 per hour, plus expenses and travel	As incurred	At your expense and option, we offer an assessment and consultation to provide technology solution recommendations for the Independent Financial Advisor Business.
<b>Business Authorizations and Licenses<sup>13</sup></b>	Will vary by jurisdiction and license	As incurred	You must comply with minimum licensing and registration requirements.
<b>Client Complaint Sanctions and Settlements<sup>14</sup></b>	Will vary by circumstance	As incurred	We may assess settlement costs and fines for failure to comply with company policies and regulatory requirements.
<b>Client Purchase – Associate Financial Advisor<sup>9, 15</sup></b>	Will vary by client(s)	Monthly <sup>4</sup>	
<b>Client Purchase – Registered Staff (Paraplanner)<sup>9, 16</sup></b>	Will vary by client(s)	Monthly <sup>4</sup>	
<b>Computer Hardware</b>	\$1,200 to \$2,300 per computer (monthly lease option also available)	As incurred	You may purchase a computer through an Ameriprise authorized vendor that meets requirements and has all required software installed.
<b>Computer Software Installation Service<sup>17</sup></b>	\$200	As incurred	If you purchase a computer outside of our vendor provided programs, you must purchase a service to install our base proprietary software on your computer.

Type of Fee <sup>1</sup>	Amount <sup>2</sup>	Due Date <sup>3</sup>	Remarks
<b>Corporate Office Leads<sup>9</sup></b>	Will vary by campaign	As incurred	You may purchase various types of optional leads, such as: corporate alliance leads, direct mail leads and pre-screened clients who want a complimentary initial consultation.
<b>Education/Continuing Education<sup>9, 18</sup></b>	\$0 to \$5,000 per course/program	As incurred	
<b>Errors and Omissions Fee<sup>19</sup></b>	<p>\$187.50 (standard) or \$229.16 (supplemental) per month per AFG and AFIG Independent Advisor</p> <p>\$104.16 (standard) or \$133.32 (supplemental) per month per AFG and AFIG Associate Financial Advisor ≤ 52 service periods</p> <p>\$137.50 (standard) or \$166.66 (supplemental) per month per AFG and AFIG Associate Financial Advisor &gt; 52 service periods</p>	Monthly <sup>4</sup>	All Independent Advisors and Associate Financial Advisors are automatically enrolled, by the corporate office, in standard Errors and Omissions insurance, which provides \$2M in coverage. Additional insurance is available through supplemental Errors & Omissions insurance, which provides \$5M in coverage.
<b>Franchise Consultant Fee<sup>9, 20</sup></b>	\$375 per month, plus \$6 per month per affiliated advisor	Monthly <sup>4</sup>	Optional program
<b>Franchise Consultant Services Fee<sup>9, 21</sup></b>	Minimum of \$200 per month or 1% of GDC equal to \$200 or more	Monthly <sup>4</sup>	Optional program
<b>Internal Client Transfer Fee<sup>22</sup></b>	\$0 to \$350	On or before date of proposed transfer	If the transferee will be a new Independent Advisor, the transferee must pay the Initial Fee.
<b>Marketing Programs<sup>6, 9</sup></b>	Varies by program	As incurred	
<b>Network Equipment<sup>12</sup></b>	\$1,410 to \$8,200 per device per registered location (monthly lease option also available)	As incurred	To assist you in protecting the Independent Financial Advisor Business, we offer Unified Threat Management devices – a device that is required to protect your internet connection at the registered office location. We may offer optional support to assist you in setting up a network at the registered office location for an ATS Enhanced Services fee.
<b>Network Monitoring<sup>23</sup></b>	\$25 per month per device	Monthly <sup>4</sup>	To assist you in protecting the Independent Financial Advisor Business, we offer secure internet connectivity with incidence response and 24/7 x 365 monitoring, which are required.

Type of Fee <sup>1</sup>	Amount <sup>2</sup>	Due Date <sup>3</sup>	Remarks
<b>Optional Additional Insurance Coverage<sup>9, 19</sup></b>	\$0 to \$900 per election per year	As incurred	At your expense and option, you may purchase various additional coverage options to help ensure the continued operation of the Independent Financial Advisor Business and to protect against loss.
<b>Optional Research Packages<sup>9, 24</sup></b>	\$0 to \$800 per package	Monthly <sup>4</sup>	All research is included in the cost of your Technology Access Package. Optional research packages allow access to additional third party research, advanced options research and streaming quotes.
<b>Optional Services<sup>25</sup></b>	\$5 to \$10,000	As incurred	
<b>Other Software Licenses and Fees<sup>9, 12, 26</sup></b>	\$20 to \$200 per a la carte item per subscription per month	Monthly <sup>4</sup>	We offer a la carte items that are subscribed per month; items may be per person or per practice subscription.
<b>Private Wealth Advisor Program<sup>9, 27</sup></b>	\$4,000 to \$15,000	As incurred	Optional program
<b>Server Maintenance</b>	\$50 required security software, \$200 to \$500 installation/set-up, \$80 quarterly validation	Monthly <sup>4</sup>	To assist you in protecting the Independent Financial Advisor Business, we offer server maintenance to apply and install required firm security patches. You must use an approved server that meets guidelines, as specified in the Manuals.
<b>Software Licenses and Fees for Staff<sup>26</sup></b>	\$120 to \$500 per staff member per month	Monthly <sup>4</sup>	You must purchase software licenses and fees for each staff member at the Independent Financial Advisor Business, if any.
<b>Software Ordered Through Approved Outside Vendors<sup>9, 12, 26</sup></b>	Varies by Market rates	As incurred	You may need to obtain our approval of third party software and tools, as set forth in the Manuals.
<b>Supervision<sup>14</sup></b>	<p>\$287 to \$2,438 per month per AFG or AFIG Independent Advisor</p> <p>\$250 to \$450 per month per AFG and AFIG Associate Financial Advisor ≤ 52 service periods</p> <p>\$287 to \$2,438 per month per AFG and AFIG Associate Financial Advisor &gt; 52 service periods</p>	Monthly <sup>4</sup>	The Supervision Fee covers corporate compliance supervision and field Registered Principal supervision; fines may also be imposed per failure to comply with company policies and/or regulatory requirements.

Type of Fee <sup>1</sup>	Amount <sup>2</sup>	Due Date <sup>3</sup>	Remarks
Technology Access Package <sup>26</sup>	\$550 per month	Monthly <sup>4</sup>	We offer a Technology Access Package and additional a la carte items to assist you in managing and operating the Independent Financial Advisor Business.
Ticket Charges	\$2 to \$85 per transaction	As incurred	A ticket charge will apply to transaction activity in advisory/brokerage solutions.

#### NOTES TO ITEM 6:

1. We collect and impose all fees at the earliest Accounting Period (defined below), and we impose all fees uniformly. We may periodically modify these fees.
2. All fees are non-refundable.
3. During each Accounting Period, we may deduct the Association Fee (defined below), Errors and Omissions Fee, Technology Access Package Fee and any other fees, interest or monies due to us, and/or other deductions specified in the Franchise Agreement from your portion of the Compensation. “**Accounting Period**” means each of the two-week accounting periods in a calendar year, as determined by us. During any Accounting Period in which you are not entitled to a portion of the Compensation or your portion of the Compensation is less than the monthly fee, you must promptly pay us the amount due.
4. During each Accounting Period (but not in the third Accounting Period in any month that has three Accounting Periods), we will deduct half of the monthly fee from your portion of the Compensation.
5. The Administration Fee (“**Administration Fee**” or “**Admin Fee**”) is deducted from the advisory fee amount paid by a client before applying the Payout Rate, as specified in Item 19. The cost of the Administration Fee will vary depending on advisory assets under management in Advisory Solutions (Managed Accounts). See Table 11 of Item 19 for more information.
6. At your expense and option, you may become a member of a local or regional advertising, marketing program or promotional campaign. The fee for a campaign or program will be due upon demand. Your fee to participate in such campaigns or programs will be determined by local or regional market cost factors, the number of Independent Advisors participating, operating expenses and the size of the campaign or program.
7. Independent Advisors who qualify (based on specified criteria set forth in the Manuals) may be eligible for this program. Independent Advisors who are eligible and participate in this program are required to incur additional costs for program orientation, training and other expenses. Independent Advisors may also use the Ameriprise Platinum Financial Services advisor title on marketing and stationery materials, at their expense.
8. We deduct an association fee (“**Association Fee**”) from the Compensation each Accounting Period before you receive your portion of the Compensation. The Association Fee includes: accounting and payroll services related to the broker-dealer; assistance in obtaining and maintaining required licenses and registrations; certain forms and materials; corporate compliance oversight; fidelity bond coverage; field support; a limited license to use the Ameriprise Financial Proprietary Marks; national advertising and promotional materials; and signage specifications.
9. You are not required to participate in these programs and/or obtain these services.
10. At your expense and option, you may hire Associate Financial Advisor(s) to assist you with the Independent Financial Advisor Business, subject to the prior approval of Ameriprise Financial and consistent with Ameriprise Financial policies. The total cost to you will vary depending on the number of Associate Financial Advisors you hire. The non-account-based fees for each Associate Financial Advisor include: Association, Errors and Omissions, licensing, Supervision and Technology Access Package fees. The AFA Association Fee is a monthly fee that includes: accounting and reporting services related to the broker-dealer; certain forms; corporate compliance oversight; fidelity bond coverage; licensing administration; limited license to use the Ameriprise Financial Proprietary Marks; and national advertising and promotional materials. Other fees may apply if you: (i) opt to license the Associate Financial Advisor(s) in multiple states; (ii) opt into additional programs or services; or (iii) utilize onboarding services or a search firm. Fees will be determined when the

services are requested and may vary depending on the scope of the programs and services. The fees are non-refundable.

11. At your expense and option, you may hire registered staff (Paraplanner) to assist you with the Independent Financial Advisor Business, subject to the prior approval of Ameriprise Financial and consistent with Ameriprise Financial policies. The monthly fee will be paid to us for licensing administration, technology and other costs. Other fees may apply if you opt to license the Paraplanner in multiple states and/or if you opt into additional programs and services. The fees are non-refundable.
12. Optional technology support products and services may be developed and offered through a vendor or the Company for an additional fee, which could exceed the disclosed range, and which will depend upon usage. The fees may be reduced as a part of a selection for additional software. In order to obtain some of our: (i) optional services; (ii) technology consulting services and troubleshooting; or (iii) technology support, you must obtain computer hardware that meets our exact specifications. Additional computing devices, licenses, monitoring, network hardware, software packages and support services are available for an additional fee.
13. You must obtain business authorizations, certificates, licenses, permits and registrations required by: federal and state securities and insurance laws, regulations and rules; the SEC, FINRA and other governmental and regulatory agencies; and Ameriprise Financial. You must also obtain appropriate insurance licenses before you sell insurance. The initial and renewal costs will be due as incurred and are non-refundable. The costs and fees may vary depending on the license held and the number of jurisdictions in which you are licensed. In exchange for your Association Fee, Ameriprise Financial will provide you with assistance in obtaining and maintaining the required licenses and registrations.
14. You must pay us the Supervision fee, which is charged in 24 Accounting Periods each year for yourself and any Associate Financial Advisor(s) you contract with or employ. The cost of compliance supervision conducted by a Registered Principal will vary depending on, among other things, your compliance record and sales volume. Because these factors vary widely among Independent Advisors, we provide a wide range. The monthly amounts listed are the annual fees divided by 12 months. See Item 1 for more information. We may also impose fines for failure to comply with company policies and regulatory requirements.
15. You are required to purchase from us, the clients serviced by an Employee or another Independent Advisor who does not have equity (see Item 14) and who becomes your Associate Financial Advisor, at the time the Associate Financial Advisor is appointed in the Independent Financial Advisor Business. The fee is generally 2% of the clients' invested assets for immediate equity, and the fee will be deducted from the Compensation on a monthly basis over twenty-four (24) months. In the event the Associate Financial Advisor terminates, all remaining payments will then be due.
16. You are required to purchase from us, the clients serviced by an Employee who becomes your registered staff (Paraplanner), at the time the Paraplanner is appointed in the Independent Financial Advisor Business. The fee is generally 2% of clients' invested assets for immediate equity, and the fee will be deducted from the Compensation on a monthly basis over twenty-four (24) months. In the event the Paraplanner terminates, all remaining payments will then be due.
17. If you choose to purchase your computer hardware independently, you must purchase a "software install" service for the installation of our base proprietary software. The service will be performed by our Technology Support Team.
18. At your expense and option, you may attend continuing education programs for a fee. The fees for these programs will vary by format (e.g., computer vs. instructor), location and other factors; all fees are due to us or an affiliate upon demand. The fees may be refundable depending on the program. In addition, if you qualify to participate in special optional programs, you may be required to attend additional training for an additional fee. Some training programs may only be available to Independent Advisors who are enrolled in a certain program or meet specific program requirements.
19. We deduct the Errors and Omissions Fee from the Compensation each Accounting Period before sending you your portion of the Compensation. The cost of the Errors and Omissions Fee per Independent Advisor will vary depending on: (i) the amount of coverage chosen; (ii) the number of Associate Financial Advisors contracted or employed by Independent Advisor; and (iii) the distribution channel. The initial premium for the Errors and Omissions Fee will be for \$2,000,000 of coverage. The deductible will be \$10,000 per claim. At your option, additional \$3,000,000 in Errors and Omissions coverage may be purchased for an additional fee. Additional insurance options to protect you and the Independent Financial Advisor Business include: business insurance; health insurance; and practice management liability insurance. Your fee will be

determined based on coverage and product selections.

20. Independent Advisors who qualify (based on specified criteria set forth in the Manuals) may be eligible to be a Consultant. As a Consultant, you will contract with other Independent Advisors to provide franchise consulting services. Such services include, but not limited to: business and marketing planning support; practice management consulting; recruiting and onboarding support; regular coaching sessions; and succession planning support. Fees are intended to cover the following: accommodations and travel to certain conferences regarding franchise consulting services; consulting development courses and enhanced training; corporate office support; management of the fee exchange; and reporting access. Independent Advisors who qualify for this program will sign the Franchise Consultant Agreement, which is Addendum 5 to the Franchise Agreement.
21. If you affiliate with a Consultant for franchise consulting services, you will sign an agreement between you and the Consultant (for an example, see Exhibit G). Ameriprise Financial collects the agreed-upon consulting fee on behalf of the Consultant from the Compensation, biweekly, whether the consulting fee is based on a commission split or flat-fee.
22. The internal client transfer fee is for our costs and expenses associated with administration of reassigning clients when a client transfer is requested. The amount of the fee charged will depend upon the number of clients being transferred, recognizing that Independent Advisors may transfer less than the entire Independent Financial Advisor Business. The fee will be paid by the acquiring Independent Advisor. The fees are non-refundable.
23. In the event the monthly network monitoring fee goes unpaid, Ameriprise may deduct any outstanding balance from your portion of the Compensation.
24. At your option, you may purchase additional investment research tools, such as advanced options and streaming quotes. The fees for these tools will be paid to us or an affiliate and will vary by the tool(s) selected. The fees are non-refundable.
25. At your option, various services can be purchased from the corporate office or Consultants to help operate the Independent Financial Advisor Business.
26. The Technology Access Package includes a single license to use our base proprietary *AdvisorCompass*<sup>®</sup> software that is used for conducting the Independent Financial Advisor Business ("**Software**"). For each additional Associate Financial Advisor, Paraplanner and/or other staff, you will be required to pay the Software Licenses and Fees for Staff. In order to obtain a limited, non-exclusive, non-transferable and terminable license to use the Software, you must sign the *AdvisorCompass*<sup>®</sup> Software License User's Agreement ("**Software License User's Agreement**" (Exhibit I)). A violation of the Software License User's Agreement will result in penalties, as specified in Section 5 of the Franchise Agreement. The fee helps cover costs associated with data processing and maintaining computer identification and security. While the intent is to provide free support calls within the Technology Access Package, Ameriprise Financial reserves the right to begin billing at \$33 per ticket after advanced notice if an Independent Financial Advisor Business's call rate is deemed excessive. If you install outdated hardware or software on your computer, additional support fees may apply.

From time to time, the Company will certify certain software for you to use on your computer for an additional fee, as specified in Section 5 of the Franchise Agreement, which could exceed the disclosed range and will depend upon usage. Your use of this software is at your option and is not supported by the Company.

27. Independent Advisors who qualify (based on specified criteria set forth in the Manuals) may be eligible for this program. Independent Advisors who are eligible and participate in this program are required to incur additional costs for enhanced marketing materials, office standards, signage, stationary and training.

In some states, you may be required to pay state sales tax on products or services you purchase from us.

All of the programs, training and other services specified in Item 6 that we offer for a fee may be purchased by Employees who become Independent Advisors. Employees who become Independent Advisors will pay the Association Fee and will be required to enter into an agreement for compliance supervision for a fee that is estimated to range from \$287 to \$2,438 per month.



**ITEM 7  
YOUR ESTIMATED INITIAL INVESTMENT**

<b>Item</b>	<b>Estimated Cost<sup>1</sup></b>	<b>Due Date</b>	<b>To Whom Paid</b>
<b>Initial Fee (including initial orientation program)<sup>2</sup></b>	\$1,500	Upon signing the Franchise Agreement	Us
<b>Additional Funds – 3 months<sup>3</sup></b>	\$0 to \$3,000 per registered office location per month	Monthly	Landlord
<b>Association Fee<sup>4</sup></b>	\$290 per month	Monthly	Us
<b>Business Authorizations and Licenses<sup>5</sup></b>	\$500 to \$3,000	As incurred	Providers and Regulators
<b>Computer Hardware</b>	\$1,200 to \$2,300 per computer (monthly lease option also available)	As incurred	Suppliers and/or Us
<b>Computer Software Installation Service<sup>6</sup></b>	\$200	As incurred	Us
<b>Errors and Omissions Fee<sup>7</sup></b>	<p>\$187.50 (standard) or \$229.16 (supplemental) per month per AFG and AFIG Independent Advisor</p> <p>\$104.16 (standard) or \$133.32 (supplemental) per month per AFG and AFIG Associate Financial Advisor ≤ 52 service periods</p> <p>\$137.50 (standard) or \$166.66 (supplemental) per month per AFG and AFIG Associate Financial Advisor &gt; 52 service periods</p>	Monthly	Suppliers and/or Us
<b>Internet Service, Mobile Communication Devices and Services, Phone Service, Printers and Scanners</b>	Approximately \$1,600 to \$21,200 as determined by Market rates	As incurred	Suppliers
<b>Network Equipment<sup>8</sup></b>	\$1,410 to \$8,200 as determined by Market rates	As incurred	Suppliers and/or Us
<b>Network Monitoring</b>	\$25 per month per device	Monthly	Approved Vendor
<b>Office Aesthetics and Furnishings<sup>9</sup></b>	\$0 to \$50,000	As incurred	Suppliers
<b>Office Cabling<sup>8</sup></b>	\$500 to \$6,000 as determined by Market rates	As incurred	Suppliers
<b>Office Lease<sup>10</sup></b>	\$0 to \$3,000 per registered office location per month	Monthly	Landlord
<b>Optional Training Programs<sup>11</sup></b>	\$0 to \$10,000	As incurred	Suppliers and Us
<b>Other Software Fees and Licenses<sup>12, 13</sup></b>	\$20 to \$200 per a la carte subscription per month	Monthly	Suppliers and Us
<b>Security Deposits<sup>14</sup></b>	\$0 to \$9,000	As incurred	Lessors and Suppliers

Item	Estimated Cost <sup>1</sup>	Due Date	To Whom Paid
Signage <sup>15</sup>	\$60 to \$7,500	As incurred	Approved Design Vendor and Selected Manufacturers
Software Licenses and Fees for Staff <sup>16</sup>	\$120 to \$500 per staff member per month	Monthly	Us
Start-up Supplies <sup>17</sup>	Approximately \$100 per month	As incurred	Suppliers
Supervision <sup>18</sup>	\$287 to \$2,438 per month per AFG or AFIG Independent Advisor	Monthly	Registered Principal and Us
	\$250 to \$450 per month per AFG and AFIG Associate Financial Advisor ≤ 52 service periods		
	\$287 to \$2,438 per month per AFG and AFIG Associate Financial Advisor > 52 service periods		
Support Staff <sup>19</sup>	\$0 to \$3,400 per month	As incurred	Suppliers
Technology Access Package <sup>16</sup>	\$550 per month	Monthly	Us
Travel and Entertainment <sup>20</sup>	Approximately \$100 per month	As incurred	Suppliers
<b>TOTAL</b>	<b>\$12,028.50 to \$132,704.50</b>		

#### NOTES TO ITEM 7:

1. All costs/expenses disclosed in Item 7 are non-refundable, unless otherwise indicated. However, certain lease costs, communication hardware, computer hardware and computer software, and security deposits may be refundable depending on the terms of the lease or purchase agreement(s) you sign with third parties.
2. The Initial Fee is non-refundable. See Item 5 and Item 11 for more information.
3. You will need capital for the start-up and to support ongoing expenses of the Independent Financial Advisor Business. The expenses include: Association Fee; compliance supervision; Errors and Omissions Fee; payroll; rent; utilities and other fees for the second and third months of operation (to the extent these costs are not covered by revenues). The need for additional funds will vary widely among Independent Financial Advisor Businesses; new Independent Financial Advisor Businesses usually generate a negative cash flow. We estimate the amount provided will be sufficient to cover ongoing expenses for the start-up phase of the Independent Financial Advisor Business, which we calculate to be three (3) months. The amount provided is only an estimate, however, and we cannot guarantee that you will incur additional expenses in starting the Independent Financial Advisor Business. The estimate is based on our experience and the experiences of Independent Advisors with whom we previously contracted.

If you are an Employee advisor who becomes an Independent Advisor, we estimate that because you are already engaged in the financial advisory business, the additional funds you will need for three (3) months of operation will be considerably less than the additional funds listed. We estimate the additional funds you will need may range from \$0 to \$6,700. The amount provided is only an estimate, however, and we cannot guarantee that you will not incur additional expenses.

4. You must pay us the monthly Association Fee, which we will deduct from the Compensation each Accounting Period before you receive your portion of the Compensation. The Association Fee includes: accounting and payroll services related to the broker-dealer; assistance in obtaining and maintaining required licenses and registrations; certain forms and materials; corporate compliance oversight; fidelity bond coverage; field support; a limited license to use the Ameriprise Financial Proprietary Marks; national advertising and promotional materials; and signage specifications.
5. You must obtain business authorizations, certificates, licenses, permits and registrations required by: federal

and state securities and insurance laws, regulations and rules; the SEC, FINRA and other governmental and regulatory agencies; and Ameriprise Financial. You must also obtain appropriate insurance licenses before you sell insurance. The initial and renewal costs will be due as incurred and are non-refundable. The costs and fees may vary depending on the license held and the number of jurisdictions in which you are licensed. In exchange for the Association Fee, Ameriprise Financial will provide you with assistance in obtaining and maintaining the required licenses and registrations.

6. If you choose to purchase your computer hardware independently, you must purchase a “software install” service for the installation of our base proprietary software. The service will be performed by our Technology Support Team.
7. You must pay us the Errors and Omissions Fee, which we will deduct from the Compensation each Accounting Period before sending you your portion of the Compensation. The cost of the Errors and Omissions Fee per Independent Advisor will vary depending on: (i) the amount of coverage chosen; (ii) the number of Associate Financial Advisors contracted or employed by Independent Advisor; and (iii) the distribution channel. The initial premium for the Errors and Omissions Fee will be for \$2,000,000.00 of coverage. The deductible will be \$10,000 per claim. At your option, additional \$3,000,000 in Errors and Omission coverage may be purchased for an additional fee. Additional insurance options to protect you and the Independent Financial Advisor Business include: business insurance; health insurance; and practice management liability insurance. Your fee will be determined based on coverage and product selections.
8. We will provide computer hardware and network equipment specifications. You must obtain computer hardware that meets our exact specifications. Computer hardware may be leased or purchased from your choice of vendor. You may purchase computer hardware through an Ameriprise certified vendor that meets our requirements and has required software installed. You may pay on an installment plan offered by outside vendors. In addition, you may get connectivity to our computer network (with Internet access) either through a Local Area Network (LAN) in our space (where available) or with a secure Internet account. You also will need network and telephone cabling installed in your office to properly operate your computer system. You should also anticipate ongoing monthly charges for telecommunications services and various equipment. See Item 11 for additional details. You must contract with a phone company for local and long- distance service.
9. You will need to procure office furnishings, in order to maintain a professional office, in good repair. We provide a wide range to account for Independent Advisors who do not currently have an office location, as compared to those with an existing office location and furnishings. The actual cost may vary based on the number of staff and the size of the office location.
10. You may lease from a third party or own your office location. If you lease your office location from a third party, you will choose the grade of space and the office size (meeting the minimum standards, as specified in Item 11). The cost will vary based on your selections. If you own your office location or have an existing office location for the Independent Financial Advisor Business (as permitted by Ameriprise Financial policies), you may not need to incur any additional leasehold expenses.
11. At your expense and option, you may attend continuing education programs for a fee. The fees for these programs will vary by format (e.g., computer vs. instructor), location and other factors. All fees are due to us or an affiliate upon demand. The fees may be refundable depending on the program. In addition, if you qualify to participate in special optional programs, you may be required to attend additional training for an additional fee. Some training programs may only be available to Independent Advisors who are enrolled in a certain program or meet specific program requirements.
12. You are not required to participate in these programs and/or obtain these services.
13. Optional technology support products and services may be developed and offered through a vendor or the Company for an additional fee, which could exceed the disclosed range, and which will depend upon usage. The fees may be reduced as a part of a selection for additional software. In order to obtain some of our: (i) optional services; (ii) technology consulting services and troubleshooting; or (iii) technology support, you must obtain computer hardware that meets our exact specifications. Additional computing devices, licenses, monitoring, network hardware, software packages and support services are available for an additional fee.
14. Security deposits generally are required by any equipment lessors, the landlord and utility providers. Landlords usually require a security deposit of one to three months’ rent.
15. Each signage order must: (i) be submitted through our approved signage vendor to acquire designs; (ii) meet specifications, as specified in the Manuals; and (iii) be approved by us. The range provided is only an

estimate and does not include the cost associated with installation.

16. The Technology Access Package includes a single license to use our base proprietary *AdvisorCompass*<sup>®</sup> software that is used for conducting the Independent Financial Advisor Business (“**Software**”). For each additional Associate Financial Advisor, Paraplanner and/or other staff, you will be required to pay the Software Licenses and Fees for Staff. In order to obtain a limited, non-exclusive, non-transferable and terminable license to use the Software, you must sign the *AdvisorCompass*<sup>®</sup> Software License User’s Agreement (“**Software License User’s Agreement**” (Exhibit I)). A violation of the Software License User’s Agreement will result in penalties, as specified in Section 5 of the Franchise Agreement. The fee helps cover costs associated with data processing and maintaining computer identification and security. While the intent is to provide free support calls within the Technology Access Package, Ameriprise Financial reserves the right to begin billing at \$33 per ticket after advanced notice if an Independent Financial Advisor Business’s call rate is deemed excessive. If you install outdated hardware or software on your computer, additional support fees may apply.

From time to time, the Company will certify certain software for you to use on your computer for an additional fee, as specified in Section 5 of the Franchise Agreement, which could exceed the disclosed range and will depend upon usage. Your use of this software is at your option and is not supported by the Company.

17. The estimated cost covers business cards, office supplies, stationery and other materials.
18. You must pay us the Supervision fee, which is charged in 24 Accounting Periods each year for yourself and any Associate Financial Advisor(s) you contract with or employ. The cost of compliance supervision conducted by a Registered Principal will vary depending on, among other things, your compliance record and sales volume. Because these factors vary widely among Independent Advisors, we provide a wide range. The monthly amounts listed are the annual fees divided by 12 months. See Item 1 for more information.
19. At your expense and option, you may hire support staff to assist you with the Independent Financial Advisor Business, subject to the prior approval of Ameriprise Financial and consistent with Ameriprise Financial policies. We estimate the amount provided will cover one full-time assistant, but you may hire more or fewer support staff depending on the needs of the Independent Financial Advisor Business.
20. At your option, you may incur entertainment and travel expenses associated with entertaining and visiting existing and potential clients. You may also have to pay for food, lodging and transportation to attend certain Independent Advisor events and training.

## ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS & SERVICES

### Products & Services

You do not purchase Products & Services. As specified in Item 16, all of the Products & Services offered for sale or sold at the Independent Financial Advisor Business must be pre-approved by us, meet our then-current standards and be procured through us or our affiliates, as set forth in the Manuals.

We and our affiliates are currently approved suppliers of the Products & Services. All of the Products & Services are currently also supplied by approved non-affiliated suppliers.

You must not offer for sale or sell any Products or Services until you receive our written approval of such product, service or supplier. We may, from time to time, revoke our approval of certain Products & Services or suppliers if we determine, in our sole discretion, that the Products & Services or suppliers no longer meet our standards. Upon receipt of such revocation, you must cease offering and selling any disapproved Products & Services and/or cease purchasing from any disapproved suppliers (although you may continue to service such Products & Services, unless otherwise notified).

We and our affiliates will derive revenue from selling Products & Services to clients of Independent Financial Advisor Businesses operating under the System. In order for you to sell some of the Products & Services offered by some of our affiliates, you may be required to execute agreements with certain affiliates.

Our Parent company and sole stockholder is Ameriprise Financial, Inc., a public company whose stock is listed on the New York Stock Exchange (“NYSE:AMP”). Although none of our directors or principal officers hold a controlling interest in Ameriprise Financial, Inc., each may hold an equity interest in Ameriprise Financial, Inc. in the form of shares of common stock, non-qualified employee stock options, phantom stock units, restricted stock or units in the Ameriprise Financial 401(k) Plan’s Ameriprise Financial Stock Fund.

### Office Lease

As specified in Item 6, Item 7 and Item 11, you may lease your office location from a third party. You may also choose to own your office location(s). Office location(s) leased or owned by you must meet location and signage standards, as set forth in the Manuals.

### Other Purchases

As specified in the Manuals, you must, at your expense, maintain a FINRA and state (if applicable) compliant office location with the equipment, fixtures and furnishings necessary to maintain professional standards for operating the Independent Financial Advisor Business. You must purchase and install signs, as set forth in the Manuals and as specified by FINRA policies, regulations and rules.

### Advertising and Promotion

All advertising and promotion by you must be in such format, media and of such type as we may approve. You must conduct such activities in a dignified manner, which conform to the requirements and standards as we may establish to conform with regulatory requirements and to protect the value of the Proprietary Marks. You must not use any advertising, plans or promotional materials unless and until you have received our written approval (see Item 11 under the subheading “Advertising” for more information). Additional information on advertising, marketing, promotion and seminar marketing are contained in the Manuals. We and our affiliates may derive revenue from providing marketing programs to you.

### Computer Software and System

We will provide computer hardware specifications. Your computer hardware must be capable of operating the software we specify and connecting to our computer network. You must agree to the Software License User’s Agreement, attached as Exhibit I, gain access to our computer network and obtain a license to use the Software from us (see Item 11 under the subheading “Computer Systems” for additional information and restrictions, regarding the computer hardware and software). We and our affiliates may derive revenue from leasing the computer hardware and licensing the software to you.

### Insurance

You will be responsible for any and all liability resulting from operating the Independent Financial Advisor Business, and you must agree to indemnify us, as specified in the Franchise Agreement. We recommend, prior to commencing operation of the Independent Financial Advisor Business or operating under the Franchise Agreement, that you procure and maintain – in full force and effect at all times during the term of the Franchise

Agreement, at your expense, an insurance policy or policies protecting you against any claim or demand with respect to death, personal injury or property damage, or any expense, liability or loss whatsoever arising from or in connection with the Independent Financial Advisor Business (including comprehensive general liability insurance). We recommend that any insurance policy or policies you procure with respect to the Independent Financial Advisor Business also protect us, our affiliates and their respective directors, officers, partners, employees and agents.

As specified in the Manuals and in Section 3 and Section 13 of the Franchise Agreement, you are required to participate in our Errors and Omissions Program. The policy is written by American International Specialty Lines Ins. Co. and insured by Ameriprise Captive Insurance Company. In addition, you may have the opportunity to purchase additional insurance options from us to protect you and the Independent Financial Advisor Business, such as: business insurance; health insurance; and practice management liability insurance, as set forth in the Manuals.

Our total revenues, including revenues from non-franchise businesses in 2023, were \$7,129,311,000. (See Ameriprise Financial Services, LLC Audited Financial Statement for the Year Ended December 31, 2023.) \$345,143,500.00 or 4.8% of these total revenues were as a result of Independent Advisors' purchases of products and services.

We estimate your leases or purchases from approved suppliers (including us and our affiliates), or in accordance with our specifications, will represent approximately 25% – 50% of your total leases and purchases in establishing the Independent Financial Advisor Business and approximately 25% – 50% in continued operation of the Independent Financial Advisor Business. As detailed above, you are, however, required to offer for sale only the Products & Services that we approve at the Independent Financial Advisor Business. In some instances, suppliers of Products & Services may pay us or our affiliates a periodic fee or a fee based on sales to clients made by Independent Financial Advisor Businesses operating under the System. Such fees generally range from .10% – .20% (or more) of the sales to clients obtained by Independent Advisors.

From time to time, one or more of our officers may own an interest in one or more of our suppliers.

Our standards for leases, purchases and suppliers are either: (i) contained in the Manuals; or (ii) will be provided to you upon request. When approving suppliers, we consider: (i) whether the supplier demonstrates the ability to meet our policies regarding confidentiality and privacy; (ii) our company specifications and standards; and (iii) whether the supplier possess adequate capacity and quality controls to supply your needs promptly and reliably. With respect to suppliers of the Products & Services, we also consider: (i) how the supplier is managed and structured; (ii) internal conditions, external conditions and events, as well as conditions that affect a supplier's stability and structure; (iii) the stability of the supplier; (iv) the performance of the supplier; (v) the risk level involved in using the supplier; and (vi) the way the supplier operates their businesses. If you propose an alternative supplier, we will approve or disapprove the alternative supplier within a reasonable time after we receive all requested information concerning the supplier. We currently do not charge a fee for the review of an alternative supplier. We may revoke our approval of an alternative supplier upon written notice.

We do not have any distribution or purchasing cooperatives. We do not grant material or special benefits based on use of an approved or designated supplier.

In order to maintain client privacy and compliance with relevant regulations, we may set additional restrictions on your use of third-party vendors, as set forth in the Manuals.

We consider a variety of factors when determining whether to grant or renew additional franchises. Among the factors considered is compliance with the Franchise Agreement.

**ITEM 9  
FRANCHISEE'S OBLIGATIONS**

This Table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

<b>Obligation</b>	<b>Section in Franchise Agreement and/or Addendum</b>	<b>Disclosure Document Item</b>
a. <b>Site selection and acquisition/lease</b>	§ 1 of Franchise Agreement	Items 7, 8 and 11
b. <b>Pre-opening purchases/leases</b>	§ 5 of Franchise Agreement	Items 7, 8 and 11
c. <b>Site development and other pre-opening requirements</b>	§ 5 of Franchise Agreement	Items 7, 8 and 11
d. <b>Initial and ongoing training</b>	§§ 3 and 7 of Franchise Agreement	Items 1, 5, 6, 7 and 11
e. <b>Opening</b>	§ 6 of Franchise Agreement	Items 11 and 16
f. <b>Fees</b>	§§ 3, 4, 5, 7, 13, 14 and 15 of Franchise Agreement; Addenda 1, 2, 5 and 6	Items 5, 6 and 11
g. <b>Compliance with standards and policies/operating manuals</b>	§§ 1, 3 and 9 of Franchise Agreement; Addenda 2, 4, 5 and 6	Items 8, 11 and 14
h. <b>Trademarks and proprietary information</b>	§§ 5, 8, 9 and 10 of Franchise Agreement; Addendum 3	Items 13 and 14
i. <b>Restrictions on products/services offered</b>	§§ 1 and 5 of Franchise Agreement; Addendum 2	Items 8 and 16
j. <b>Warranty and customer service requirements</b>	§ 5 of Franchise Agreement	Item 12
k. <b>Territorial development and sales quotas</b>	§§ 1 and 5 of Franchise Agreement	Items 1, 12 and 17
l. <b>Ongoing product/service purchases</b>	§ 5 of Franchise Agreement	Item 8
m. <b>Maintenance, appearance and remodeling requirements</b>	§ 5 of Franchise Agreement	Items 8 and 11
n. <b>Insurance</b>	§§ 3 and 13 of Franchise Agreement	Items 7, 8 and 11
o. <b>Advertising</b>	§§ 8 and 12 of Franchise Agreement	Items 6, 8 and 11
p. <b>Indemnification</b>	§ 21 of Franchise Agreement	Item 6
q. <b>Owner's participation/management/staffing</b>	§ 19 of Franchise Agreement; Addenda 1 and 4	Items 11 and 15
r. <b>Records and reports</b>	§ 11 of Franchise Agreement	None
s. <b>Inspection and audits</b>	§§ 15 and 16 of Franchise Agreement	Items 6 and 11
t. <b>Transfer</b>	§ 14 of Franchise Agreement	Items 6 and 17
u. <b>Renewal</b>	§ 2 of Franchise Agreement	Items 6 and 17
v. <b>Post-termination obligations</b>	§ 18 of Franchise Agreement; Addendum 3	Item 17
w. <b>Non-competition covenants</b>	§ 19 of Franchise Agreement; Addendum 3	Item 17
x. <b>Dispute resolution</b>	§§ 26 and 27 of Franchise Agreement	Item 17
y. <b>Permits/Taxes</b>	§§ 4, 5, 6, 15 and 20 of Franchise Agreement	Item 11

## ITEM 10 FINANCING

We do not offer direct or indirect financing, except as specified below. We will not guarantee a lease, note or obligation for you.

If an Independent Advisor joins Ameriprise Financial or if an Independent Advisor desires to contract/employ an experienced Associate Financial Advisor, Ameriprise Financial, in its sole discretion, may offer to a qualified Independent Advisor a loan(s) pursuant to a 4 to 10-year promissory note(s) to assist Independent Advisor and/or Associate Financial Advisor in converting to the Ameriprise Financial System. The loan(s) are based on a percentage of verified trailing 12-month compensation earned at the prior firm, the assets under management at Ameriprise Financial on a particular measurement date and/or the production generated at Ameriprise Financial by a certain measurement date. Independent Advisor is obligated to repay the promissory note(s), including accrued interest, in monthly installments or due immediately upon the termination of Independent Advisor's Franchise Agreement. Prepayments are permitted without penalty. As specified in Section 14 of the Franchise Agreement, Independent Advisor will not be permitted to transfer his or her interest in the Independent Financial Advisor Business until all accrued monetary obligations, including the promissory note(s), are fully satisfied. Independent Advisor also may not be permitted to become an Associate Financial Advisor, Corporate Staff or Employee until all accrued monetary obligations, including the promissory note(s), are fully satisfied. Interest will be charged at a rate equal to one quarter point more than the semi-annual mid-term Applicable Federal Rate compounded annually, as published by the Internal Revenue Service. Independent Advisor must grant us a security interest in all of Independent Advisor's interest, right and title to any amounts received from any future employer and/or other party making payments to Independent Advisor. In addition, Independent Advisor authorizes Ameriprise Financial to withhold all assets and money, and to deduct any amounts owed or missed payments, from the Compensation owed to Independent Advisor or from accounts held at Ameriprise Financial or its affiliates. If Independent Advisor defaults on the promissory note(s), Ameriprise Financial may pursue legal action to collect on the remaining balance, as specified in Exhibit H. Independent Advisor must waive demand, notice of nonpayment, presentment and protest, and agree to pay all costs of collection (including attorney's fees).

Ameriprise Financial, in its sole discretion, may offer installment loan(s) to a qualified Independent Advisor who joins Ameriprise Financial for the purpose of building, hiring staff, marketing, provisioning new office location(s) that comply with premise standards (see Item 11) or renovating. The installment loans are serviced in part by our affiliate, RiverSource Life Insurance Company, which is reimbursed at cost for the services it provides. To qualify for an installment loan(s), an Independent Advisor may need to meet recruiting productivity thresholds, as well as personal credit worthiness and financial parameters. Independent Advisor must grant a security interest in the Independent Financial Advisor Business, provide a personal guaranty to repay the loan principal and all accrued interest and execute a non-compete, as specified in Exhibit M. Independent Advisor may be provided with a loan value equal to a percentage of their incoming trailing twelve month production prior to hire and included with their transition compensation offer. Repayment is in monthly installments, which Independent Advisor can opt for over a 36- to 72-month period. Partial prepayments are permitted without penalty. Interest will be charged at a rate equal to the current prime rate at the time the loan is granted plus 300 basis-points and the interest rate will then be fixed for the life of the loan (prime rate as of 03/2024 is 8.5%). If Independent Advisor defaults on the loan or if Independent Advisor's Franchise Agreement is terminated for any reason, all outstanding principal and accrued interest will be due and payable upon written demand. Independent Advisor must waive demand, notice of nonpayment, presentment and protest, and must agree to pay all costs of collection (including attorney's fees).

Our Parent, Ameriprise Financial, Inc., may offer installment loan(s) to a qualified Independent Advisor for the purpose of purchasing a practice from another Independent Advisor or a nonaffiliated third party. The installment loan(s) are serviced in part by our affiliate, RiverSource Life Insurance Company, which is reimbursed at cost for the services it provides. To qualify for the installment loan(s), an Independent Advisor must: have cash flow and practice debt to equity metrics within current program guidelines; be in good standing with respect to Compliance and Franchise standards; and have an acceptable personal credit history. Additional criteria is considered, such as: (i) an Independent Advisor's personal net worth; (ii) the number and size of practice acquisitions made by an Independent Advisor; and (iii) an Independent Advisor's transition plan. Independent Advisor must grant a security interest in the Independent Financial Advisor Business and execute a non-compete, as specified in Exhibit M. Independent Advisor may be provided with a loan value equal to a percentage of their incoming trailing twelve month production prior to hire and included with their transition compensation offer. Repayment is in monthly installments, typically for over a 120-month period. Partial prepayments are permitted without penalty. Interest will be charged at a competitive rate determined at the time of loan approval. If Independent Advisor defaults on the



loan or if Independent Advisor's Franchise Agreement is terminated for any reason, all outstanding principal and accrued interest will be due and payable upon written demand. Additional compound interest of 12% of the loan amount is assessed if Independent Advisor's Franchise Agreement terminates and Independent Advisor affiliates with a competing broker-dealer at any time during the installment loan term. Independent Advisor must waive demand, notice of nonpayment, presentment and protest, and must agree to pay all costs of collection (including attorney's fees).

We do not have any intent to assign, discount or sell to a third party all or part of the financing arrangements. We do not receive direct or indirect payments for placing financing with any person or third party. We may, however, assign to an affiliated company at a discount.

**ITEM 11**  
**FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING**

**Except as listed below, we are not required to provide you with any assistance.**

Pre-Opening Assistance

1. We will provide an initial orientation program to you as part of the Initial Fee. (Franchise Agreement Section 3)
2. We may provide on-site pre-opening and opening assistance for a fee to ensure orderly opening of the Independent Financial Advisor Business, upon your request. (Franchise Agreement Section 3)
3. We will provide you with written approval to open the Independent Financial Advisor Business when you have satisfied the requirements under the Franchise Agreement. (Franchise Agreement Section 6)

Continuing Assistance

1. Within thirteen (13) business days of the end of each Accounting Period, we will prepare a commission statement for you that: (i) contains certain confidential client information; (ii) contains a summary of your processed or reported financial activity for Products & Services during such Accounting Period; and (iii) details the Compensation. With each commission statement, we will remit your portion of the Compensation to you. We may provide the commission statement to you by providing you with limited access to our computer system for the purpose of downloading the commission statement. (Franchise Agreement Section 3)
2. We will provide Products & Services distributed, offered by or required to be procured through us and/or our affiliates. We will perform such bookkeeping, processing, servicing and other related functions as we deem appropriate or necessary. (Franchise Agreement Section 3)
3. We will process all lawful applications from clients for Products & Services. (Franchise Agreement Section 3)
4. We will provide you with certain pre-approved brochures, forms, prospectuses and sales literature required to conduct business at the Independent Financial Advisor Business as part of the Association Fee. We will make available certain other brochures, forms and sales literature related to Products & Services for a fee. (Franchise Agreement Section 3)
5. We will provide national advertising as part of the Association Fee. (Franchise Agreement Section 3)
6. We may make available for a fee, corporate office generated leads if you meet our criteria, as specified in the Manuals. (Franchise Agreement Section 3)
7. We may develop promotional programs and sales campaigns for Products & Services and/or any component of the Products & Services – the duration, geographic scope and nature of which will be determined by us, in our sole discretion. (Franchise Agreement Section 3)
8. We will provide the Firm Element (as defined by FINRA) for regulatory compliance training and corporate compliance oversight to you as part of the Association Fee. (Franchise Agreement Section 3)
9. We will conduct, as we deem advisable and consistent with our regulatory and supervisory obligations, inspections of your operation of the Independent Financial Advisor Business for the purpose of establishing your compliance with the Franchise Agreement and with federal, state, local and FINRA (and other self-regulatory organizations) laws, regulations, requirements and rules, including, but not limited to, our policies and procedures, as set forth in the Manuals. (Franchise Agreement Section 3)
10. We will offer continuing education programs for a fee, as we deem appropriate and necessary. (Franchise Agreement Section 3)
11. We will make signage specifications available to you as part of the Association Fee. (Franchise Agreement Section 3)
12. We will provide to you, on loan, one copy of the Manuals on CD-ROM, electronically or in hard copy. We reserve the right to select the method of providing the Manuals to you. (Franchise Agreement Section 3)
13. We or an affiliate will provide, or we will arrange for a third party to provide, Errors and Omissions coverage to Independent Advisor for a fee, as set forth in the Manuals. (Franchise Agreement Sections 3 and 13)
14. We may offer optional services to you for a fee, as set forth in the Manuals. (Franchise Agreement Section 3)

15. We may offer incentive programs, such as awards and conferences, as set forth in the Manuals. (Franchise Agreement Section 4)
16. We will offer, as we deem appropriate, advanced education programs (“**Advanced Programs**”) for a fee that may: (i) cover customer service, marketing to clients, promotion and other topics related to operation of the Independent Financial Advisor Business; (ii) enable you to obtain certificates, licenses and permits to offer additional Products & Services; (iii) enable you to offer additional Products & Services; (iv) relate to certain Products & Services; and (v) satisfy regulatory requirements. (Franchise Agreement Section 7)
17. We will administer and maintain the System Fund. (Franchise Agreement Section 12)
18. We will review and charge you a fee for the review of your advertising, marketing materials, promotional plans and training materials to determine if they meet the requirements, as specified in the Franchise Agreement and the Manuals. (Franchise Agreement Section 12)
19. We may make available to you, at your expense, pre-approved advertising plans and promotional materials, including direct mail materials, merchandising materials, newspaper mats, point-of-purchase materials, sales aids, special promotions and similar advertising and promotional materials. (Franchise Agreement Section 12)

Any pre-opening or continuing assistance set forth above may be performed by us or by someone designated by us.

## Advertising

### Local Advertising

You must submit all advertising, marketing materials or promotional plans to us and obtain our written approval of such materials or plans prior to use if such materials or plans have not been prepared or previously approved by us within the prior one-year period. If we believe that any advertising or promotional materials may cause a conflict with protecting the value of the Proprietary Marks, we will initiate a process to review the advertising or promotional materials and retain final approval authority over the materials. (Franchise Agreement Section 12)

If you hold appropriate licenses and satisfy all regulatory requirements, you may obtain listings for the Independent Financial Advisor Business in telephone directories. The appearance and content of any telephone listing must: (i) conform to our pre-approved format; (ii) conform to regulatory requirements; and (iii) protect the value of the Proprietary Marks. (Franchise Agreement Section 12)

### National Advertising

Recognizing the value of advertising, promotion and the importance of coordinated advertising and promotional programs, in furtherance of the goodwill and public image of the System, we have the right (but not the obligation) to establish the System Fund. Part of the Association Fee paid by Independent Advisor may be used for the System Fund. Currently, we plan to contribute approximately 1% – 3% of your Association Fee to the System Fund for national advertising, but we are not required to do so. If established, the System Fund will be administered and maintained by us as follows:

1. We will direct all advertising programs through the System Fund, with sole discretion over the concepts, materials and media used in the programs, as well as their allocation and placement. We intend to maximize general public acceptance, recognition and use of the Products & Services and the System. We are not obligated to make expenditures for you that are equivalent or proportionate to your contribution or to ensure that any particular Independent Advisor under the System benefits directly or pro rata from expenditures. We are not obligated to spend any amount on advertising in the geographical area where you are located. We do not plan to use the System Fund to conduct advertising that is principally a solicitation for the sale of franchises. We are not obligated to make contributions to the System Fund on the same basis as Independent Advisors. (Franchise Agreement Section 12)
2. The System Fund and any of the System Fund’s earnings will be used exclusively to meet the costs of administering, conducting, directing and preparing advertising, marketing, promotional materials and programs, public relations and/or any other activities that we believe will enhance the image of the System, including the cost of: (i) administering and conducting in-office promotions; (ii) conducting and preparing direct mail advertising, marketing surveys and media advertising campaigns; (iii) employing advertising and/or public relations agencies; (iv) purchasing marketing and promotional items; and (v) providing promotional and other marketing materials and services to businesses operating under the System. (Franchise Agreement Section 12)

We anticipate that all advertising funds collected from Independent Advisors will be spent during the fiscal year in which they are accrued. In 2023, we spent \$11.5 million on national advertising. We plan to conduct a similar level of national advertising in the future. An accounting report of advertising expenditures from prior years is available in the Ameriprise Financial annual report to shareholders. For the current accounting period, we plan to make an accounting report of advertising expenditures available in our annual report to shareholders.

We do not require you to participate in any advertising cooperatives.

### Campaigns

We may designate any geographical area for purposes of establishing a local or regional advertising and promotional campaign (“**Campaign**”) and to determine whether a Campaign is applicable to the Independent Financial Advisor Business. If it is established that a Campaign is applicable to the Independent Financial Advisor Business, at your expense and option, you may become a member of such Campaign. The following provisions will apply to each Campaign:

1. Each Campaign will be coordinated by us or our designees (such as our Regional Vice Presidents) and will commence operation on a date pre-approved in writing by us. (Franchise Agreement Section 12)
2. Each Campaign will be established and organized for the exclusive purpose of administering local or regional advertising programs, and developing, subject to our approval, standardized advertising materials for use by the members in local advertising. (Franchise Agreement Section 12)
3. No advertising, plans or promotional materials may be used by a Campaign or furnished to its members without our prior approval to conform to regulatory requirements and to protect the value of the Proprietary Marks. All such materials and plans must be submitted to us. (Franchise Agreement Section 12)
4. Each Independent Advisor who is a member of the Campaign must submit to the Campaign, his or her contribution together with such other reports or statements as may be required by the Campaign or by us. (Franchise Agreement Section 12)
5. Only Independent Advisors who are members of the Campaign will receive leads resulting from the Campaign. (Franchise Agreement Section 12)

### Websites

All websites will be deemed “advertising” under the Franchise Agreement, and all internet advertising and websites will be subject to (among other things) our approval prior to use, as set forth in the Manuals. The Advisor Locator Program automatically creates an Independent Advisor webpage on our website. On occasion, opportunities may arise to participate in other website programs, subject to the approval of Ameriprise Financial.

In connection with any website, you agree to the following:

1. Websites may only be created using the then-current template we provide. (Franchise Agreement Section 12)
2. In addition to any other applicable requirements, you must comply with our standards for websites, as set forth in the Manuals or otherwise in writing. (Franchise Agreement Section 12)
3. Any revision to the website or any of the information contained therein must be pre-approved by us. (Franchise Agreement Section 12)
4. Any use of Proprietary Marks on or in connection with a website must comply with the Proprietary Marks provision of the Franchise Agreement. (Franchise Agreement Section 8)

### National Franchisee Advisory Council

We have established a National Franchisee Advisory Council that serves in an advisory capacity to us on a variety of topics, including advertising matters. All Independent Advisors have the opportunity to self-nominate for council membership, as long as the Independent Advisor is compliant with all ongoing duties under and not in default of the Franchise Agreement. Members are selected by Ameriprise Financial based on information submitted as part of the self-nomination. Ameriprise Financial retains the power to form, modify or dissolve the council.

### Computer System (Franchise Agreement Section 5)

In order to obtain some of our consulting services, optional services, technology support and troubleshooting services, you must obtain computer hardware to our exact specifications (see Item 6). The principal function of the computer system is to link the Independent Financial Advisor Business to our computer network for the purpose of conducting financial analysis, financial planning, marketing and service functions. There are options for

acquiring the computer hardware, which are set forth in the Manuals. The Franchise Agreement gives us the right to require that you, at all times, maintain and operate, at your expense, computer hardware and software (including any peripheral devices and equipment) that meet our specifications. We strongly recommend you lease or purchase computer hardware from our Ameriprise certified channels to ensure that the equipment and hardware has been fully tested with the *AdvisorCompass*® applications. If you choose to purchase computer hardware independently, the hardware must meet certain specifications, as set forth in the Manuals.

The computer hardware specifications provided in the Manuals represent the recommended list of computer requirements and should be used as a guide to help ensure optimal performance. The intention of this recommendation is to offer affordable high performance technology that is widely available and supported. We require that you keep your hardware updated to ensure that the *AdvisorCompass*® applications run properly and to limit security risk.

Support may be withdrawn for systems that do not meet baseline specifications or that are end of life from the original equipment manufacturer, including withdrawing support of systems that previously met baseline specifications upon changes to the specifications.

In order to access client information and receive information electronically, you must use the Software to obtain access to our computer network. Through the Software, we will have access to the computer system at the Independent Financial Advisor Business. We will provide enhancements, modifications and support for the Software; provided, the computer hardware meets our specifications. Your maintenance and operational activities must conform to our specifications, as set forth in the Manuals or otherwise in writing.

We have the right to require you to: (i) collect and maintain information on the computer system installed at the Independent Financial Advisor Business according to processing and regulatory requirements; and (ii) provide us with information to use, as we may request, from the data so collected and maintained. We also have the right to require you to link your computer system to ours and provide us access to the computer system installed at the Independent Financial Advisor Business for the purpose of obtaining information from your computer system to satisfy regulatory and business processing requirements. We also have the right to specify other non-proprietary software that you use for the computer system.

At our request, you must obtain such additions, enhancements, modifications, substitutions or other upgrades to the computer system and software that conform to our specifications. We have the right to terminate your access to our computer network for violation of the Software Agreement, as specified in Exhibit I to the Franchise Agreement.

There are no: (i) cost or frequency limitations on our right to require you to update or upgrade the computer hardware and software; or (ii) contractual limitations on our right to access and retrieve information from your computer system. The cost of computer hardware and the monthly costs for optional hardware services and/or support are specified in Item 6 and Item 7.

It is your responsibility to ensure you have the appropriate network equipment installed at the Independent Financial Advisor Business, which includes the use of the Managed Network hardware and service solutions made available by Ameriprise Financial that meet our security protocols. The principal function of the network equipment is to connect the Independent Financial Advisor Business to our computer network. There are options for acquiring network equipment based on geographic location and office size. We require you to: (i) conform to the network equipment specifications, as set forth in the Manuals; and (ii) allow us to connect to and configure your network equipment. It is your responsibility to procure equipment and services, including internet connectivity, as specified in the Manuals.

### Manuals

We will allow you to view the Manuals before executing the Franchise Agreement. Before doing so, however, you must sign a confidentiality agreement (“**Confidentiality Agreement**”) agreeing to not reveal any of the information contained in the Manuals without our permission or use any of the information contained in the Manuals if you do not execute the Franchise Agreement. The Confidentiality Agreement is attached to this disclosure document as Exhibit D.

### Opening the Independent Financial Advisor Business

You must open the Independent Financial Advisor Business within sixty (60) days after you sign the Franchise Agreement. The typical length of time between signing the Franchise Agreement and opening the Independent Financial Advisor Business ranges from 1 to 30 days. Factors which may affect this time-period include: the time needed to: (i) find an approved office location; (ii) make necessary leasehold improvements; (iii) obtain required

certificates, licenses, permits, registrations and training; and (iv) secure necessary office equipment and furniture.

### Site Selection

You will specify the registered office location(s) you have chosen for the Independent Financial Advisor Business (“**Location**”) in Schedule A of the Franchise Agreement. You may lease space from a third party or own your location(s). The Independent Financial Advisor Business Location must be located in a commercial zone or mixed commercial/residential zone, as specified in the Manuals, and is subject to our approval. In approving an office location, we consider: (1) requirements under the Franchise Agreement; (2) compliance with applicable federal and state laws, regulations of government or self-regulatory agencies (such as FINRA), and Ameriprise Financial policies (including privacy policies); (3) whether you will be conducting the Independent Financial Advisor Business in a professional environment; and (4) accessibility for compliance and regulatory inspections. The criteria for a professional environment generally includes: accessibility and safety for clients and staff; a clean and neat appearance, with equipment and furniture in good repair; and the ability to display appropriate signage. Your Location and any other location where you conduct securities business and maintain client files, must be registered with FINRA.

Your primary office location will determine which Region you will be assigned (“**Region**”), which is a geographic territory that has been defined by us based on market potential, client growth potential and similar marketing accessibility factors. We may change Region boundaries. You may not relocate the Independent Financial Advisor Business without our prior written approval.

You must have at least one approved office location within sixty (60) days after you sign the Franchise Agreement. If an approved office location is not secured within sixty (60) days, the Franchise Agreement will terminate.

### Training

Before opening the Independent Financial Advisor Business, you must complete, to our satisfaction, the initial orientation program we offer, the cost of which is included in the Initial Fee. At our discretion, we may modify the orientation program based on your experience and/or to enhance or update the program. Instructional materials will consist of course and online resources.

TRAINING PROGRAM			
Subject	Hours of Training	Hours of On-the-Job Training	Location
<b>Introduction</b>	Varies by experience	None	Region
<b>Orientation</b>	Up to 2 hours	None	Online
<b>Compliance</b>	Up to 8 hours	None	Online/Region

We conduct our Introduction program as we deem necessary. Our regional vice presidents “RVP” (or field vice presidents “FVP”) will provide our Introduction program. Our RVPs and FVPs generally have experience as financial advisors and have been promoted from the field with an understanding of the System. Individual RVP experience is further specified in Item 2 of this disclosure document. All of the sections of the orientation program are developed by corporate office departments with responsibility specific to the subject matter. Any orientation program that involves classroom work will take place at one of our offices near your Location within the Region.

You must attend regulatory, compliance, franchise or brand seminars as set forth in the Manuals. For a fee, if applicable, you and your employees and/or contractors may attend optional courses, seminars, and other training programs offered by us. We will offer, as we deem appropriate, Advanced Programs. You will not be required to attend such Advanced Programs, except as necessary to satisfy regulatory requirements or if you participate in special optional programs such as Platinum Financial Services and Private Wealth Advisor. Some programs such as these, may have limited participation. You will be required to pay a fee, if any, specified by us for all Advanced Programs. You and your employees and/or contractors will be responsible for all costs and expenses, including the cost of transportation, lodging, meals, and wages, incurred in connection with the initial orientation program, compliance programs, and Advanced Programs.

Orientation programs, regulatory compliance programs, and Advanced Programs will be at such times and places or through other methods, which may include computer software or websites, as we may designate.

All of the programs, training and other services specified in Item 11 that we offer for a fee, may be purchased by Employees who become Independent Advisors. Employees who become Independent Advisors will pay the Association Fee of \$290 per month and will be required to receive compliance supervision for a fee that is

estimated to range from \$287 – \$2,438 per month.

## **ITEM 12 TERRITORY**

You must operate the Independent Financial Advisor Business at the Location. You may not relocate the registered office location of the Independent Financial Advisor Business or establish a secondary office location without our prior written approval, as specified in the Manuals. You must have the appropriate licenses and registrations to solicit clients based on your Location, the location/residence of the client and the person(s) who perform your regulatory oversight and supervision. You will not receive an exclusive territory. You may face competition from Employees and other Independent Advisors, from outlets we own or from competitive brands or other channels of distribution that we control. Because your franchise is non-exclusive, you have no protected area, clients or territory. You have no options, right of first refusal or similar rights to acquire additional franchises. In addition, we and our affiliates retain the right, among others, in any manner and on any terms and conditions we deem advisable, without compensation to you, and without granting you any rights:

1. To offer financial products and services, including the Products & Services, directly or indirectly to any business or Client, or to license others to offer Products & Services under any proprietary marks (including the Proprietary Marks) at any location, through other Independent Advisors, Employees, Corporate Staff, AFIG Advisors, direct marketing, telemarketing, internet or other online service, third-party marketers, and any other distribution method;
2. To own and/or operate and license others to operate, businesses that offer Products & Services using the System and Proprietary Marks, at any location; and
3. To own and/or operate, and license others to operate, businesses that offer other investment opportunities, financial services and products, using proprietary marks other than the Proprietary Marks or other systems, whether such businesses are similar to or different from the Independent Financial Advisor Business, at any location.

As discussed in Item 1, we and certain of our affiliates and designees (including other Independent Advisors operating under the System, our Employees, Corporate Staff, AFIG Advisors, third-party dealers, persons associated with such persons, and mail order services) now sell, and must continue to have the right to sell, Products & Services to clients located in the same or close proximity to the Independent Financial Advisor Business; we and certain of our affiliates and designees will be direct competitors of yours.

Independent Advisors are not permitted to directly or indirectly provide, offer to sell or sell any of the Products & Services to any client of Ameriprise Financial, AFIG Advisor, Corporate Staff, Employee or another Independent Advisor operating under the System, unless Independent Advisor has followed the procedures specified in the Manuals.

All internet advertising and websites, including any revisions, must be approved in advance by us and must be in a format designated by us. There are restrictions on the acceptable use of electronic commerce and electronic communications, as set forth in the Manuals.

If you execute the Registered Principal Agreement (Addendum 2), you may provide compliance supervision only to Independent Advisors who are subject to the System, as set forth in the Manuals. Each Independent Advisor will have a Registered Principal assigned to provide compliance supervision for such Independent Advisor.

## ITEM 13 TRADEMARKS

The Franchise Agreement allows you to use the Proprietary Marks, which include the trademarks, service marks, names, logos and commercial symbols listed in the table below (“**Principal Marks**”), for operation of the Independent Financial Advisor Business in certain limited and enumerated ways. Each is registered with the United States Patent and Trademark Office on the principle register and has been assigned the registration number indicated below. The Parent has filed all required affidavits for each of the Principal Marks.

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Goods and Services</u>
Ameriprise®	3,308,498	October 9, 2007	Financial services and advice
 Ameriprise® Financial	3,326,186	October 30, 2007	Financial services and advice
Ameriprise Platinum Financial Services®	3,284,839	August 28, 2007	Financial services and advice

The Parent and some of our affiliates use the Principal Marks in connection with the operation of their businesses. As specified in Item 1, some of these affiliates sell the Products & Services and/or products and services that are similar to those offered by the Independent Financial Advisor Business. There are no agreements currently in effect that limit our right to use or license others to use the Principal Marks.

There are no currently effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any court, and there is no pending infringement, opposition, cancellation proceeding or pending material litigation involving the Principal Marks that may be relevant to their use by you. We do not know of any infringing uses that could materially affect your use of the Principal Marks in this state or elsewhere.

You must promptly notify us of any issue relating to the Principal Marks, including: (i) suspected infringement of any Principal Marks; (ii) any challenge to the validity of the Principal Marks; or (iii) any challenge to the ownership of, right to use and to license others to use or your right to use the Principal Marks. We or our affiliates have the right to direct and control any administrative proceeding or litigation involving the Principal Marks, including any settlement.

We or our affiliates have the sole right, but not the obligation, to take action against uses by others that may constitute infringement of the Principal Marks. We will defend you against any third-party claim, suit or demand arising out of your authorized use of the Principal Marks in connection with the goods and services identified in the table above. We will not defend claims arising from your use of the Principal Marks with respect to any other goods and services or with respect to the clearance, registration or claims arising from your use of any other trademarks, service marks or logos. You must sign all documents and do whatever the Parent believes is necessary or advisable to protect and maintain our interests or your license to use the Principal Marks. Unless litigation results from your use of the Principal Marks in a manner inconsistent with the terms of the Franchise Agreement, we will reimburse you for the out-of-pocket costs you actually incur for the requested participation in such litigation.

We reserve the right to substitute different marks for the Principal Marks, for use in identifying the System and the Independent Financial Advisor Business operating under the System, if we, in our sole discretion, determine that substitution of one or more of the Principal Marks will be beneficial to the System or if any of the Principal Marks can no longer be used. You must promptly substitute a new mark for one of the Principal Marks, and the use of the new mark, as one of the Principal Marks, will be governed by the terms of the Franchise Agreement.

You must follow our rules when you use the Principal Marks. Some of the applicable rules are as follows:

1. You may not use the Principal Marks:
  - To sell an unauthorized product or service;
  - In any manner not expressly authorized by us. You may only use the Principal Marks in the ways we expressly authorize in the Franchise Agreement, every other type and form of use is prohibited; or
  - To register a domain name including, in whole or in part, any Principal Mark or any domain name that may be confusingly similar, in our sole discretion, to any Principal Mark.
2. You may not authorize, by granting a sublicense or by any other means, any other person or entity to use a Principal Mark for any purpose.



3. You may use the Principal Marks only as adjectives followed by a noun consisting of the good or service that is branded with the Principal Mark.
4. Never use the Principal Marks as possessives, plurals, verbs or as part of a pun and do not abbreviate (i.e., shorten) any Principal Mark. They must be used exactly as registered.
5. Use the proper symbol (SM, TM or ®) shown in the preceding list.
6. You are not permitted to use any mark owned or associated with the Parent other than those listed above.
7. If you have questions regarding the appropriate use of a Principal Mark or whether your use is permitted, you must contact us for clarification at Intellectual Property Legal Mail.

We are authorized by Ameriprise Financial, Inc. to use the Principal Marks and to license them to you for use in the Independent Financial Advisor Business. If we are no longer authorized to use the Principal Marks, you will not be permitted to use the Principal Marks either.

**ITEM 14**  
**PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

Our Parent, Ameriprise Financial, Inc., owns, among others, the patents, copyrights and proprietary information outlined below. We are authorized by Ameriprise Financial, Inc. to use such patents, copyrights and proprietary information and to sublicense them to you for use in the Independent Financial Advisor Business.

Patents and Copyrights

The Parent owns the following patents, some or all of which may be embodied in the Software, and which may be material to the Independent Financial Advisor Business:

<b>Title</b>	<b>U.S Patent No.</b>	<b>Issue Date</b>
<b>Management of goals and recommendations</b>	8,190,502	May 29, 2012
<b>Stochastic modeling module for providing financial planning and advice</b>	8,306,885	November 6, 2012
<b>System and method for providing financial planning and advice</b>	8,407,125	March 26, 2013
<b>Portfolio integration module for providing financial planning and advice</b>	8,498,913	July 30, 2013
<b>Method and tool for portfolio monitoring, rebalancing and reporting</b>	8,566,184	October 22, 2013
<b>Management of goals and recommendations</b>	8,635,142	January 21, 2014

The patents listed above relate to the financial planning, financial analysis, and financial advice functions of the tools we may provide for use in the Independent Financial Advisor Business. To the extent any such functions are provided in the Software specified in Items 8 and 11, please see Items 8 and 11 for more information on the Software. As a general matter, a patent lasts for a term of 20 years from the filing date of the application that led to the issued patent. However, the 20-year term of a patent may be lengthened or shorted by the rules of the United States Patent and Trademark Office. Often, this lengthening or shortening is indicated on the face of the patent document alongside the “Notice” heading. The filing date of the application is also listed on the face of the patent document alongside the “Filed” heading. We may choose, for one reason or another, to allow an issued patent we own to lapse or otherwise become abandoned. Ameriprise Financial grants to Independent Advisor a limited license to use the patents solely in connection with the operation of the Independent Financial Advisor Business, in accordance with the terms and conditions of the Franchise Agreement and only during the term of the Franchise Agreement.

The Parent does not own any copyright registrations that it deems to be material to the Independent Financial Advisor Business, but it does own licenses to use third-party software (as further specified in Items 8 and 11), which may be subject to copyright protection. The Software Agreement (discussed in Items 8 and 11), grants you a limited license to use the Software, so long as the Parent maintains such licenses, and so long as you comply with the Software Agreement. The Parent has no obligation to defend the right to use the Software or to continue to make it available for use, but it intends to take commercially reasonable steps to enable you to use the Software or replacements for the same. Except as specified in the Software Agreement, the Parent and us provide no warranties or representations regarding future use of the patents or the Software. The Parent’s and our right to use or license the Software is not materially limited by any agreement other than by the terms and conditions of use in the relevant vendor’s license agreement. Your right to use the Software is limited by this Agreement and the Software Agreement.

We or the Parent own the copyright to the printed and other materials provided to you for your use, and we, or the Parent, may, or may not, seek registrations of such copyrighted materials in its, or our, discretion. However, the decision whether or not to obtain such registrations does not impact your ability to use the same in the Independent Financial Advisor Business. These materials include: the Manuals and other manuals, brochures, forms, training materials, marketing collateral, and other materials. Although we may choose not to file an application to register the copyright for such materials, our copyright in them exists nonetheless under applicable law, and you must retain and not alter, in any way, the copyright notice on any copy you receive or are authorized to make, if any.

You may use these materials only in the manner we specify and only in and while operating the Independent Financial Advisor Business under the System. You may not prepare derivative works (altered works or new works based in whole or part on the materials we provide) of these materials, and you may not attempt to claim ownership of any such derivative work, or license, for free or for a fee, lend, or sell outright, any copies of such materials or derivative works thereof to others, whether inside the System or outside of it.

You must promptly notify us of any suspected infringement or challenge to our use of the Software, the patents or

the copyrighted materials. We or our affiliates have the right to direct and control any administrative proceeding or litigation involving the Software, patents, and copyrights, including any settlement. We or our affiliates have the sole right, but not the obligation, to take action against uses by others that may constitute infringement of the patents or copyrights. We will defend you against any third-party claim, suit or demand arising out of your authorized use of the Software or copyrights. You must execute any and all documents and do such acts as may, in our opinion, be necessary and advisable to protect and maintain our interests in the Software, patents, and copyrights. Unless litigation results from your use of the Software or copyrights in a manner inconsistent with the terms of the Franchise Agreement, we will reimburse you for the out-of-pocket costs actually incurred by you in any such litigation.

If we decide to add, modify or discontinue use of the Software, or an item or process covered by a patent or copyright, you must do the same. The use of any replacement Software item or process will be governed by the terms of the Franchise Agreement.

### Manuals

You must operate the Independent Financial Advisor Business in accordance with the professional standards specified in the Manuals. The Manuals consist of optional services, business processing procedures, compliance policies and procedures, compensation schedules and other information necessary to operate the Independent Financial Advisor Business. To comply with regulatory requirements, we may make reasonable interpretations and revise the contents of the Manuals, from time to time. For business changes to the Manuals, we will provide you with reasonable notice. Such revisions may include, but are not limited to: the introduction of new fees and revisions to any of the fees set forth in the Manuals, the Franchise Agreement or the Franchise Disclosure Document (including the Association Fee). We agree to provide you with sixty (60) days' written notice of any non-regulatory changes to the Manuals that result in a reduction of the GDC ("Gross Dealer Concession") Payout Rate, as defined in the Manuals. You must agree to comply with the revised Manuals.

We will provide you with electronic access to the Manuals during the term of the Franchise Agreement. You will receive the Manuals upon completion, to our satisfaction, of the initial orientation program. In lieu of providing you with electronic access to the Manuals, we may provide you with an alternative method to access the Manuals such as by providing you with a paper copy. Any notice of revision to the Manuals may be given by us by revising the Manuals and notifying Independent Advisors of such revisions by any reasonable means, including without limitation via electronic access. You must treat the Manuals and the information contained in them as confidential. You may not copy, duplicate, record or otherwise reproduce the Manuals, in whole or in part, or show them to any unauthorized person. The Manuals will remain our sole and exclusive property. In the event of a dispute as to their contents, the contents of the most recently communicated Manuals supersede all previous Manuals.

### Confidential Information

You must not during or after the term of the Franchise Agreement, except as otherwise permitted in the Franchise Agreement, communicate, divulge, or use for yourself, except under the System, or for the benefit of anyone else, any confidential information or trade secrets, including employee, advisor, or client names, addresses, data, or know-how concerning the methods of operation of the System and the Independent Financial Advisor Business that may be, or have been, communicated to you, or about which you may become aware, in connection with your operation of the Independent Financial Advisor Business. You also must not reveal any information about potential clients to whom a presentation has been made by an Independent Advisor that might reasonably be expected to do business with us. Confidential information includes, among other things, the Manuals, current and prospective client and other advisor names, addresses, data, and other personal and financial information recorded in company or company client records, compilations and lists of client information, technical information, computer hardware design, computer software, Products & Services information, System information, business information, including costs, revenues, prices (including discounts), programs, training, clients, business plans, financial reports and strategies, and sales and marketing information, used by us to compete against other providers of products and services that are similar to those offered through the System.

In addition, other materials and information, including organizational structure, marketing philosophy and objectives, financial results, processes, rates, agreements, programs, methods of doing business, techniques, systems, formulas, patterns, models, devices, compilations, lists of and information concerning clients and customers, and trade secrets are proprietary and confidential. You may divulge confidential information only to those employees or contracted staff who must have access to it in order to perform their employment or staff responsibilities and who have an obligation to keep such information confidential and use it only in furtherance of the Independent Financial Advisor Business.

Contracted Staff that may have access to personally identifiable client or potential client information may only be retained by you pursuant to a written contract that contains obligations regarding the secure handling of clients' and potential clients' personally identifiable information that are no less restrictive than those to which you are subject. Similarly, at our request, you must require your employees having access to any confidential information of ours, or personally identifiable information about clients or potential clients or other advisors, to sign covenants and/or non-disclosure agreements, on forms satisfactory to us, requiring that they securely handle and maintain the confidentiality of all such information they receive during their association with the Independent Financial Advisor Business. We will be a third-party beneficiary of these agreements and covenants and/or non-disclosure agreements with the independent right to enforce them. In addition, all service providers that you independently retain to assist you in operating the Independent Franchise Advisor Business must be contractually required by you to take measures reasonable under the circumstances to protect our confidential information and to securely handle the personally identifiable information of clients, prospective clients, and other advisors that they handle on your behalf or to which they may be exposed in the provision of services to you. To the extent you use technological solutions for the processing or storage of such confidential or personally identifiable information that are neither provided or managed by our Parent, you are responsible for ensuring such solutions and service providers meet all of the legal and regulatory obligations to which you are subject to the same extent as if you performed the services yourself (i.e., you cannot outsource these responsibilities). You may be required to annually attest to the fact that you have appropriate contractual obligations in place for the protection of such information and technical solutions, and we and our Parent are entitled to rely on such attestations, the falsity of which can and will subject you to personal liability.

## ITEM 15

### OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must, personally: (i) devote best efforts to the management and operation of the Independent Financial Advisor Business; and (ii) not be employed or engage in any competitive or other business activities outside of the Independent Financial Advisor Business. You may obtain an exception by receiving our written approval to engage in a competitive business or by requesting approval from us in writing of other businesses, as set forth in the Manuals. Many of our Independent Advisors share office space and staff with other Independent Advisors or otherwise operate as a team. You, personally, are responsible for the direct, on-premises operation and supervision of the Independent Financial Advisor Business. All contractor(s) and/or employee(s) that you engage must be competent, conscientious and properly trained to perform the duties required of his or her engagement and/or employment. All contractor(s) and/or employee(s) of yours must: (i) be approved, and if required, appointed by and licensed with or through us; (ii) be fingerprinted; and (iii) execute, no later than commencement of engagement or employment, the then-current confidentiality agreement with Ameriprise Financial and any other required agreements.

**ITEM 16**  
**RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must use the Location solely for operation of the Independent Financial Advisor Business and any other authorized activities. You must not use the Location for any unauthorized activities without first obtaining our written consent and providing notice to us or for such other uses which do not require consent or notice, as specified in the Manuals. You must refrain from using or permitting use of the Location for any other purpose or activity, at any time, without first obtaining our written consent and providing notice to us of such use, as set forth in the Manuals, unless such use is permitted without obtaining our written consent or providing notice. You must operate the Independent Financial Advisor Business in strict conformity with the standards we set forth in the Manuals or otherwise provide in writing. If you execute the Registered Principal Addendum, you may only provide compliance supervision to Independent Advisors as specified in the Registered Principal Addendum and the Manuals.

You must offer and sell only Products & Services that have been expressly approved by us and meet our then-current standards, as set forth in the Manuals or otherwise in writing. You must obtain all Products & Services solely from us or approved suppliers. You will solicit clients for Products & Services in accordance with the Manuals. You must not solicit clients to purchase Products & Services without the appropriate licenses and registrations. We have an unlimited right to change the Products & Services that you may offer and sell.

The System may be improved, supplemented and otherwise modified from time to time by us. You must comply with all of our reasonable requirements in that regard, including offering and selling different or new products or services as specified by us.

As specified in Item 8, the Manuals impose restrictions on the products or services which you may offer or sell or with respect to the clients to whom you may sell and service.

**ITEM 17**  
**RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

**THE FRANCHISE RELATIONSHIP**

<b>Provision</b>	<b>Section in Agreement</b>	<b>Summary</b>
<b>a. Length of the franchise term</b>	§ 2 of Franchise Agreement	3 years
<b>b. Renewal or extension</b>	§ 2 of Franchise Agreement	Additional term of 3-years subject to your satisfaction of certain requirements
<b>c. Requirements for you to renew or extend</b>	§ 2 of Franchise Agreement	Requirements for renewal include: premises must meet reasonable professional standards and the requirements in the Manuals; compliance with Franchise Agreement; sign the then-current Franchise Agreement; and satisfy all monetary obligations owed by you to Us and our affiliates. You may be asked to sign a contract with materially different terms and conditions than your original contract.
<b>d. Termination by you</b>	§ 17 of Franchise Agreement	You may terminate the Franchise Agreement upon fourteen (14) days' written notice to us (subject to state law).
<b>e. Termination by us without cause</b>	§ 2 of Franchise Agreement	We may dissolve or terminate the System upon ninety (90) days' written notice in the event of a change in industry, market or regulatory conditions.
<b>f. Termination by us with cause</b>	§ 17 of Franchise Agreement	Grounds for termination with cause include: default under the Franchise Agreement and other grounds; and through the suspension process.
<b>g. "Cause" defined – defaults which can be cured</b>	§ 17 of Franchise Agreement	All defaults not specified in the "Immediate Termination" section of § 17.
<b>h. "Cause" defined – defaults which cannot be cured</b>	§ 17 of Franchise Agreement	Failure to locate an approved site, open the Independent Financial Advisor Business or complete training; abandonment; conviction of crimes; failure to obtain or loss of any required authorizations, certificates, permits, registrations or training; transfer without approval; failure to transfer in required period following death or mental or physical incapacitation; misappropriation of monied or unauthorized activities; failure to comply with covenants; disclosure of confidential information; knowingly maintains or submits false books and records; unauthorized use of the Proprietary Marks; impairs goodwill; failure to permit inspections; repeat defaults; alleged criminal activity; or failure to comply with regulatory supervisor.
<b>i. Your obligations on termination/non-renewal</b>	§§ 18 and 19 of Franchise Agreement	Cease operating the Independent Financial Advisor Business and using all elements of the System; discontinue use of Proprietary Marks or represent present or former association with the System; payment of debts to Us and our affiliates; return Manuals, records and client files; return or erase software; make necessary alterations to the Location; and comply with the non-solicitation covenants
<b>j. Assignment of contract by us</b>	§ 14 of Franchise Agreement	There are no limits on our right to assign or transfer.
<b>k. "Transfer" defined – by you</b>	§ 14 of Franchise Agreement	Includes transfer of any direct or indirect interest in the Franchise Agreement, any client accounts or the Independent Financial Advisor Business
<b>l. Our approval of transfer by you</b>	§ 14 of Franchise Agreement	We have the right to approve all transfers.

Provision	Section in Agreement	Summary
<p><b>m. Conditions for our approval of transfer</b></p>	<p>§ 14 of Franchise Agreement</p>	<p>Requirements for approval of a transfer include: payment of money owed; non-default; compliance with minimum requirements; execution of the then-current Franchise Agreement (or written assignment if transferee is an existing Independent Advisor); general release of claims (see Exhibit O); payment of transfer fee; transferee meets our conditions; transferee holds all licenses, permits and other requirements; Independent Advisor remains liable of the Independent Financial Advisor Business before transfer date; payment of Initial Fee (if applicable); and transfer is in good faith.</p>
<p><b>n. Our right of first refusal to acquire your business</b></p>	<p>§ 14 of Franchise Agreement</p>	<p>If you have entered into a succession planning agreement less than ninety (90) days prior to a proposed transfer, we have the right to purchase the Independent Financial Advisor Business at any time. If you have entered into a succession planning agreement ninety (90) days or more prior to the transfer, we have the right to purchase the Independent Financial Advisor Business within thirty (30) days of your RVP receiving a signed succession planning agreement.</p>
<p><b>o. Our right to purchase your business</b></p>	<p>§ 14 of Franchise Agreement</p>	<p>See n. above.</p>
<p><b>p. Your death or disability</b></p>	<p>§ 14 of Franchise Agreement</p>	<p>Ameriprise Financial encourages you to execute an agreement with another Independent Advisor to transfer the Independent Financial Advisor Business immediately upon death or mental or physical incapacity; absent an agreement, for a management fee, we will manage the Independent Financial Advisor Business for up to ninety (90) days while your executor finds a buyer for Us to approve.</p>
<p><b>q. Non-competition covenants during the term of the franchise</b></p>	<p>§ 19 of Franchise Agreement</p>	<p>Prohibition during the term of the Agreement on: (1) encouraging, assisting, participating, inducing, or attempting to encourage, assist, participate or induce any Client, prospective business or customer to (a) terminate any agreement with Us, an affiliate, Issuers or any Independent Financial Advisor Business under the System; or (b) terminate, surrender, redeem or cancel any action related to the Products &amp; Services acquired or ordered from or through Us, an affiliate, Issuers or any Independent Financial Advisor Business under the System; (2) soliciting any Client that, during the term of the agreement, to open an account other than with Us or to sell any investment, financial or insurance products or services other than with Us, to any Client that you contacted, serviced or leaned about while operating under the agreement; and/or (4) disparaging Ameriprise Financial, its affiliates, advisors, employee and Products &amp; Services (subject to state law).</p>
	<p>Addendum 3</p>	<p>Limits the enforcement of § 19B (1) and (2) if you timely comply with conditions, including years of service as an Ameriprise Financial advisor, and others (subject to state law).</p>



Provision	Section in Agreement	Summary
r. <b>Non-competition covenants after the franchise is terminated or expires</b>	§ 19 of Franchise Agreement	Prohibition for one (1) year after termination of the agreement on: (1) encouraging, inducing, or attempting to encourage or induce, any Client, prospective business or customer to (a) terminate any agreement with Us, an affiliate, Issuers or any Independent Financial Advisor Business under the System; or (b) terminate, surrender, redeem or cancel any action related to the Products & Services acquired, ordered from or through Us, an affiliate, Issuers or any Independent Financial Advisor Business under the System; (2) soliciting any Client that, during the term of the agreement, you contacted, serviced or learned about to open an account other than with Us or to sell any investment, financial or insurance products or services other than with Us, without or written consent; (3) encouraging, inducing, or attempting to encourage or induce, or otherwise soliciting any person who is affiliated with Us, to terminate their affiliation with Ameriprise Financial; and/or (4) disparaging Ameriprise Financial, its affiliates, advisors, employee and Products & Services (subject to state law).
	Addendum 3	Limits the enforcement of § 19B (1) and (2) if you timely comply with conditions, including providing fourteen (14) days advance written notice of termination (subject to state law).
s. <b>Modification of the agreement</b>	§ 24 of Franchise Agreement	Must be in writing and executed by both parties, except for modifications to the Manuals and the System, which we can make unilaterally
t. <b>Integration/merger clause</b>	§ 24 of Franchise Agreement	Only the terms of the Franchise Agreement are binding (subject to state law); any representations or promises outside of this disclosure document and the Franchise Agreement may not be enforceable.
u. <b>Dispute resolution by arbitration or mediation</b>	§ 27 of Franchise Agreement	You and we must arbitrate most types of disputes before FINRA, unless otherwise agreed by you and us (subject to state law).
v. <b>Choice of forum</b>	§ 27 of Franchise Agreement	Minnesota, except as otherwise required by state law
w. <b>Choice of law</b>	§ 26 of Franchise Agreement	Minnesota, except as otherwise required by state law

## ITEM 18 PUBLIC FIGURES

We do not use any public figures to promote our franchise.

**ITEM 19**  
**FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets if there is a reasonable basis for the information and if the information is included in the disclosure document. Financial performance information that differs from that included in this Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

**Some Independent Advisors have earned these amounts. Your individual results may differ. There is no assurance you will earn as much.**

Written substantiation for this financial performance representation is available to you upon request.

**Table 1: Amount and Distribution of GDC for Independent Advisors in All 6 Region Sites Based on Annual GDC\***

Table 1 presents information about Independent Advisor earnings based on the actual Gross Dealer Concession (“GDC”) levels and GDC Payout Rates for Ameriprise Financial Independent Advisors in the 6 Region sites\* in 2023. For a description of the columns, see the Notes to Table 1 section (below).

A	B	C	D	E	F	G	H	I
Annual GDC (in 000s)**	Number of Independent Advisors	Percent of Independent Advisors	Annual Average Total GDC	Annual Median Total GDC	Average Gross Income (73.5% - 88.2% GDC Payout Rate)***	Number/Percent Met or Exceeded Average Gross Income	Median of Gross Income	Range of Gross Income
1,000+	1,357	34%	2,514,010	1,759,261	2,247,179	404/30%	1,547,066	792,144-60,236,333
900-999	131	3%	947,990	949,118	804,605	70/53%	807,476	728,193-885,326
800-899	157	4%	845,603	843,699	711,171	79/50%	712,591	628,711-804,712
700-799	185	5%	752,277	751,776	627,092	95/51%	627,793	514,153-725,348
600-699	195	5%	649,243	651,349	529,433	98/50%	529,635	464,623-620,110
500-599	239	6%	548,611	546,510	437,892	114/48%	436,101	361,432-543,196
400-499	184	5%	448,928	447,621	343,672	82/45%	338,361	290,055-451,815
300-399	251	6%	348,219	347,132	259,228	111/44%	255,619	216,349-363,836
200-299	310	8%	246,737	244,859	181,783	148/48%	179,588	144,139-260,561
100-199	362	9%	147,965	147,971	108,884	187/52%	110,087	72,055-168,750
50-99	298	7%	71,829	71,038	52,855	146/49%	52,016	36,025-82,176
0-49	327	8%	26,801	29,904	19,622	186/57%	21,677	0-41,067
<b>TOTALS</b>	<b>3,996</b>	<b>100%</b>						

\* Table 1 data covers all Independent Advisors in the U.S. “Region” is a term used to describe a geographic region.

\*\* Consists of Time-of-Sale GDC and Trail GDC.

\*\*\* Expenses are not included in this figure but are necessary to run a business; these types of costs can vary significantly from individual to individual. Independent Advisor is responsible for determining the cost he or she will incur for these expenses (see Items 5, 6 and 7 for more information).

## NOTES TO TABLE 1:

1. The average length of service of Independent Advisors whose results are reflected in Table 1 is approximately 23 years.
2. Table 1 represents actual Independent Advisors' 2023 GDC data. Product mix is specific to each individual Independent Advisor and may vary among Independent Advisors; the product mix of a new Independent Advisor may differ from the product mix of an experienced Independent Advisor. This difference in product mix will cause earnings to differ because different products have different GDC rates, which, in turn, affects an Independent Advisor's gross income. Ameriprise Financial's average product mix (based on national Independent Advisor data) is illustrated in Table 2 (below).

**Table 2: 2023 Average Total GDC Product Mix for Independent Advisors**

<b>Product Category</b>	<b>% of Total GDC</b>
Advice Services	8.2%
Annuities	8.3%
Direct Investments	0.2%
Insurance (Disability, Life, Long-Term Care)	2.1%
Managed Accounts	68.8%
Mutual Funds & Securities	3.5%
Other	8.9%
<b>Total</b>	<b>100%</b>

3. The following terms are provided to aid in understanding Table 1:
  - GDC: Generally, the amount generated after the GDC Rate is applied to the product transaction. The GDC Rate is also known as the GDC Product Rate. These rates can be found in the Compensation Reference Guide contained in the Manuals. Certain products, such as Non-Traded Real Estate Investment Trusts ("REIT"), Non-Traded Business Development Companies ("BDC"), Unit Investment Trusts ("UIT"), Brokered Insurance, and Hedge Fund Offerings may have a lower GDC Product Rate than that of the selling commissions rate. Ameriprise Financial reserves the right to make these products available for sale or to remove them from the approved Products & Services list, hence not all the products listed may be available as an approved Product. For examples of how the GDC Product Rates are calculated, see [Exhibit L](#).
  - GDC Payout Rate: The percentage payout rate applied to the GDC. In 2023, the average payout percentage ranged from 73.5% to 88.2% depending upon production level, as illustrated in Column F of Table 1 (actual payouts range from 72% to 91%).
4. A description of the specific revenue columns, which make up Table 1 are as follows:

### Description of Table 1:

- Column A: Annual GDC (in thousands) – The gross dealer concession amount generated from new business, also known as Time-of-Sale GDC and Trail GDC.
- Column B: Number of Independent Advisors – The number of Independent Advisors by GDC production level. The breakout is based on results, as specified above, from December 28, 2022 through December 26, 2023. Only Independent Advisors who were active as of December 2023 are included.
- Column C: Percent of Independent Advisors – The percent of Independent Advisors that fall into each GDC production level.
- Column D: Annual Average Total GDC – The average GDC generated for those Independent Advisors that fall within the specified GDC production level.
- Column E: Annual Median Total GDC – The median GDC generated for those Independent Advisors that fall within the specified GDC production level.
- Column F: Average Gross Income – The average annual GDC multiplied by the average GDC Payout Rate for each production level. The average GDC Payout Rate varies by production level and was between 73.5% and 88.2% in 2023 for these levels.

- Column G: Number/Percent Met or Exceeded Average Gross Income – The number and percent of Independent Advisors that have met or exceeded the Average Gross Income in Column F within the specified GDC production level.
  - Column H: Median of Gross Income – The median gross income earned by Independent Advisors within the specified GDC production level.
  - Column I: Range of Gross Income – The range of gross income earned by Independent Advisors within the specified GDC production level.
5. All figures are for actual Ameriprise Financial Independent Advisors.
6. Ameriprise Financial reserves the right to change GDC rates, GDC Payout Rates and required expenses at any time. We will provide Independent Advisor with sixty (60) days' notice of any non-regulatory change, which reduces the GDC Payout Rates. Other changes to the GDC Payout Rate will be communicated with reasonable notice to Independent Advisor.

#### PAYOUT METHOD FOR CALCULATING GDC

THE METHOD FOR CALCULATING THE GDC PAYOUT RATE IS A PAYOUT GRID. THE PAYOUT GRID MEASURES BOOK OF BUSINESS (“BOB”), TOTAL GDC AND INCLUDES A POTENTIAL FOR A BONUS PAYOUT RATE. PAYOUT GRID RESULTS DETERMINE WHICH OF THE GDC PAYOUT RATES WILL APPLY TO THE INDEPENDENT ADVISOR’S GDC.

**Table 3A: Payout Grid Metrics for Independent Advisors**

<b>Book of Business Value</b>	Measures client invested assets, with an additional value given for health insurance and protection products. Calculated by multiplying asset or product value with a factor, before dividing by one million.
<b>Total GDC</b>	Measures GDC (combination of Time-of-Sale GDC and Trail GDC)

**Table 3B: BOB Factor by Asset Category**

<b>Client Invested Assets/Other Products</b>	<b>Factor</b>
Ameriprise Premier Portfolio Services/PMG	1
Annuities – Fixed	1
Annuities – Variable	1
Cash Holdings	1
Certificates	1
Direct Investments	1
Health Insurance (Annual Benefit Amount)	0.2
Mutual Funds	1
Other	1
Permanent Life Insurance	1
Personal Trust	1
Protection Products (Annual/Death Benefit Amount, Client Benefit)	0.2
Retail 401(k) Plan	1
Securities – Ameriprise Financial ONE® and Basic Brokerage	1
Securities – Ameriprise Strategic Portfolio Services (SOS) Advantage	1
Settlement/Immediate Annuities	1
SPS Mutual Funds	1

**Table 4A: 2024 Solo Payout Grid and Corresponding Base Payout Rate Measurement  
(GDC Payout Rate effective for the Jan. 22, 2025 through Jan. 20, 2026 Compensation Period)**

The Solo Payout Grid applies to an Independent Advisor that: (i) is not enrolled in a formal team practice with another Independent Advisor; and (ii) has one or less Associate Financial Advisors for which the Independent Advisor is the contracting/employing Independent Advisor (Associate Financial Advisors with less than five (5) years in a selling role at Ameriprise Financial are exempt from this count). For more information, see the AFG Solo Payout Grid Policy.

The Minimum Total GDC (in thousands) will be measured between Dec. 27, 2023 and Dec. 24, 2024.

<b>Minimum Total GDC (000's)</b>	<b>Payout Rate</b>
<450	72.0%
450	74.0%
500	76.0%
550	78.0%
640	82.0%
740	82.0%
845	84.0%
1,100	84.5%
1,420	85.0%
1,745	85.5%
2,070	86.0%
2,395	86.5%
2,745	87.0%
3,120	87.5%
3,495	88.0%
3,850	88.5%
4,200	89.0%
4,550	89.5%
4,900	90.0%
5,275	90.5%
5,650	91.0%

**Table 4B: 2024 Team Payout Grid and Corresponding Base Payout Rate Measurement  
(GDC Payout Rate effective for the Jan. 22, 2025 through Jan. 20, 2026 Compensation Period)**

The Team Payout Grid applies to an Independent Advisor that: (i) is enrolled in a formal team practice with another Independent Advisor; or (ii) has more than one Associate Financial Advisor for which Independent Advisor is the contracting/employing Independent Advisor (Associate Financial Advisors with less than five (5) years in a selling role at Ameriprise are exempt from this count). For more information, see the AFG Team Payout Grid Policy.

The Minimum Total GDC (in thousands) will be measured between Dec. 27, 2023 and Dec. 24, 2024.

<b>Minimum Total GDC (000's)</b>	<b>Payout Rate</b>
<475	72.0%
475	74.0%
530	76.0%
585	78.0%
690	80.0%
795	82.0%
900	84.0%
1,170	84.5%
1,495	85.0%
1,840	85.5%
2,190	86.0%
2,540	86.5%
2,910	87.0%
3,295	87.5%
3,680	88.0%
4,075	88.5%
4,470	89.0%
4,845	89.5%
5,220	90.0%
5,600	90.5%
6,000	91.0%

**Bonus Payout Grid.** Independent Advisors who qualify for less than a 91% base payout rate on the payout grid have the opportunity to qualify for a bonus payout rate based on the number of financial plans sold and percent of 100k+ clients with a plan, with additional growth metrics. The bonus payout rate will be added to the base payout rate — up to a combined maximum payout rate of 91%.

The financial planning bonus payout rate ranges from 1% to 3%, with a 5% total bonus opportunity based on additional growth metrics. Independent Advisor may qualify for a financial planning bonus payout rate based on Independent Advisor’s percent of 100k+ clients with a financial plan and plan count results during 2024, based on Table 5 for the Jan. 22, 2025 through Jan. 20, 2026 Compensation Period. The 2024 Minimum Plan Count will be measured as of Dec. 27, 2023 through Dec. 24, 2024. The percent of 100k+ clients with a Comprehensive Plan will be measured monthly, and if the minimum requirement is achieved for any month during 2024, then will meet the requirement for Dec. 2024 measurement. Plan Count Growth will be calculated by subtracting 2023 Plan Count, measured as of Dec. 28, 2022 through Dec. 26, 2023, from 2024 Plan Count. Net Flows will be based on total Adjusted Net Flows in 2024 as a percent of prior year Total AUM. Client Acquisition (“CA”) with over \$500k of AUM will be based on the total count of eligible client groups acquired in 2024.

**Table 5A: 2024 Solo Bonus Payout Grid**

The Solo Bonus Payout Grid applies to an Independent Advisor that: (i) is not enrolled in a formal team practice with another Independent Advisor; and (ii) has one or less Associate Financial Advisors for which the Independent Advisor is the contracting/employing Independent Advisor (Associate Financial Advisors with less than five (5) years in a selling role at Ameriprise Financial are exempt from this count). For more information, see the AFG Solo Payout Grid Policy.

Percent of 100k+ Clients with Comprehensive Advice				
Minimum Plan Count	<40%	40%	70%	90%
<100	0%	0%	1%	2%
100	0%	1%	2%	3%
140	1%	2%	3%	3%
180	2%	3%	3%	3%
220	3%	3%	3%	3%

Bonus Growth Metrics	Rate
<b><u>Comprehensive Advice</u></b>	
20+ Plan Count Growth	+1.0%
<b><u>Net Flows &amp; Client Acquisition</u></b>	
5% Net Flows or 5 CA >500k	+0.5%
10% Net Flows or 10 CA > 500k	+1.0%

## Table 5B: 2024 Team Bonus Payout Grid

The Team Bonus Payout Grid applies to an Independent Advisor that: (i) is enrolled in a formal team practice with another Independent Advisor; or (ii) has more than one Associate Financial Advisor for which Independent Advisor is the contracting/employing Independent Advisor (Associate Financial Advisors with less than five (5) years in a selling role at Ameriprise are exempt from this count). For more information, see the AFG Team Payout Grid Policy.

Percent of 100k+ Clients with Comprehensive Advice				
Minimum Plan Count	<40%	40%	70%	90%
<110	0%	0%	1%	2%
110	0%	1%	2%	3%
150	1%	2%	3%	3%
195	2%	3%	3%	3%
250	3%	3%	3%	3%

Bonus Growth Metrics	Rate
<b><u>Comprehensive Advice</u></b>	
30+ Plan Count Growth	+1.0%
<b><u>Net Flows and Client Acquisition ("CA")</u></b>	
5% Net Flows or 10 CA >500k	+0.5%
10% Net Flows or 15 CA >500k	+1.0%



## **New Independent Advisor Payout Rate**

New Independent Advisors may not have sufficient data to determine GDC Payout Grid results. Therefore, a new Independent Advisor’s initial GDC Payout Rate will be determined based on his or her prior affiliation with another company in the financial services industry. A former Employee advisor will have an initial GDC Payout Rate based on their prior production.

The initial GDC Payout Rate for new experienced Independent Advisors with a transferable book of business from another financial services company outside of Ameriprise Financial will have a fixed GDC Payout Rate for a guaranteed term based on several factors, including his or her production at the prior firm (see Table 6A). If the standard GDC Payout Rate is better, as calculated at year-end grid measurement, the better-of GDC Payout Rate may apply for the following compensation year, as specified in the offer letter. When the new Independent Advisor no longer qualifies for a fixed GDC Payout Rate, the GDC Payout Rate will change during the next two-week service period based on the then-current payout grid. The GDC Payout Rate will run through the then-current annual measurement cycle, and thereafter, will be measured every year.

Independent Advisors may be eligible for transitional compensation in the form of an initial loan(s) to assist an Independent Advisor in transferring to the Ameriprise Financial System, as further specified in [Exhibit H](#). The amount of the loan(s) may be based on: (i) the trailing 12-month production generated at an Independent Advisor’s prior firm; (ii) the amount of assets under management at Ameriprise Financial on a particular measurement date; and/or (iii) the production generated at Ameriprise Financial by a certain measurement date. Independent Advisor may also be eligible to earn bonuses to help offset loan payments by remaining an Independent Advisor through the date each loan payment is due.

**Table 6A: New Experienced Independent Advisor Compensation Package Considerations**

<b>T-12 Production</b>	<b>Initial Loan</b>	<b>Total Bonus Opportunities</b>	<b>Initial Fixed Payout Rate</b>
<b>\$200K – \$350K</b>	45%	77.5%	87%
<b>\$350K – \$500K</b>	50%	87.5%	87%
<b>\$500K – \$750K</b>	55%	97.5%	90%
<b>\$750K – \$1M</b>	60%	110%	91%
<b>\$1M – \$1.5M</b>	65%	120%	91%
<b>\$1.5M+</b>	70%	135%	91%

Employees transitioning to an Independent Advisor can only do so on one of two designated dates per year (see Table 6B). An Employee who becomes an Independent Advisor will have his or her initial GDC Payout Rate based on the prior year’s GDC Payout Grid. Regardless of the date of transfer during the year, the Employee’s Book of Business (“BOB”), 26 service period financial plan count and 26 service period Total GDC as of December of the prior year will be applied to the prior year’s grid to determine the Independent Advisor’s initial GDC Payout Rate. For example, Employees who transfer in 2024 will have their sales metrics from December of 2023 applied to the 2023 GDC Payout Grid (see Table 7), and Employees who transfer in 2025 will have their sales metrics from December of 2024 applied to the 2024 GDC Payout Grid (see Table 4). The initial GDC Payout Rate will remain in effect until the start of the next compensation period following a year-end grid measurement date when there are 26 service periods of data (including Employee advisor sales results). Employees with less than ten (10) years of service with Ameriprise Financial will have a 15-percentage point payout rate reduction from the rate they would otherwise qualify for as an Independent Advisor. The payout rate reduction will last for a minimum of 52 service periods. If after 52 service periods a minimum of 30% of an Independent Advisor’s 26 service period total GDC at the time of transition has been recovered, the payout rate reduction will end; otherwise, the reduction will continue until the 30% has been met. In addition, Employees or field leaders who were subject to a payout rate reduction as an Employee will have that payout rate reduction applied to their GDC Payout Rate as an Independent Advisor until the original term of the payout rate reduction has been met.

**Table 6B: Employee Advisor Transitions**

<b>Transfer Date</b>	<b>Sales Metrics Used As Of</b>	<b>Payout Grid Applied</b>
<b>March 20, 2024</b>	December 2023	2023
<b>September 28, 2024</b>	December 2023	2023

**Table 7: 2023 Payout Grid and Corresponding Base Payout Rate Measurement  
(GDC Payout Rate effective for the Jan. 24, 2024 through Jan. 21, 2025 Compensation Period)**

Minimum Total GDC (in thousands) Between Dec. 28, 2022 and Dec. 26, 2023																
Minimum BOB (MM) (12/31/23)	< 495	495	645	765	1,050	1,330	1,620	1,915	2,215	2,700	3,165	3,645	4,135	4,630	5,420	6,150
<59	72.0%	75.0%	77.5%	80.0%	81.5%	83.0%	84.0%	85.0%	85.5%	86.0%	86.5%	87.0%	87.5%	88.0%	89.5%	91.0%
59	72.0%	78.0%	80.0%	82.0%	83.0%	84.0%	84.5%	85.0%	85.5%	86.0%	86.5%	87.0%	87.5%	88.0%	89.5%	91.0%
119	72.0%	80.0%	82.0%	84.0%	84.0%	84.5%	84.5%	85.0%	85.5%	86.0%	86.5%	87.0%	87.5%	88.0%	89.5%	91.0%
167	73.0%	81.0%	82.5%	84.0%	84.5%	85.0%	85.0%	85.5%	85.5%	86.0%	86.5%	87.0%	87.5%	88.0%	89.5%	91.0%
243	74.0%	82.0%	83.5%	85.0%	85.0%	85.5%	85.5%	86.0%	86.5%	87.0%	87.5%	88.0%	88.5%	89.0%	90.0%	91.0%
386	75.0%	83.0%	84.0%	85.0%	85.5%	86.0%	86.0%	86.5%	86.5%	87.0%	87.5%	88.0%	88.5%	89.0%	90.0%	91.0%
516	76.0%	84.0%	85.0%	86.0%	86.0%	86.5%	86.5%	87.0%	87.5%	88.0%	88.0%	88.5%	89.0%	90.0%	90.5%	91.0%
648	76.0%	84.0%	85.5%	87.0%	87.0%	87.5%	87.5%	88.0%	88.0%	88.5%	88.5%	89.0%	90.0%	91.0%	91.0%	91.0%
778	78.0%	86.0%	87.0%	88.0%	88.0%	88.0%	88.5%	88.5%	89.0%	89.0%	89.5%	90.0%	90.5%	91.0%	91.0%	91.0%
917	80.0%	88.0%	88.5%	89.0%	89.0%	89.0%	89.0%	89.0%	90.0%	91.0%	91.0%	91.0%	91.0%	91.0%	91.0%	91.0%

**Table 8: 2023 Financial Planning Bonus Payout Grid**

Minimum Plan Count Growth				
Minimum Plan Count	0-19	20-29	30-39	40 and above
<100	0%	1%	2%	3%
100	0%	2%	2%	3%
135	1%	2%	3%	4%
175	3%	3%	4%	5%
220	4%	4%	5%	5%

THE COMPANY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO PERIODICALLY MODIFY THE INDEPENDENT ADVISOR COMPENSATION MODEL AND ALL COMPONENTS OF ANY SUCH MODEL, INCLUDING, FOR EXAMPLE, THE GDC PAYOUT AND PRODUCT RATES, THE METRIC CATEGORIES AND THE PERFORMANCE STANDARDS WITHIN EACH METRIC. WE WILL PROVIDE INDEPENDENT ADVISOR WITH SIXTY (60) DAYS NOTICE OF ANY NONREGULATORY CHANGE THAT REDUCES THE GDC PAYOUT RATE. OTHER CHANGES TO THE GDC PAYOUT RATE WILL BE COMMUNICATED WITH REASONABLE NOTICE TO INDEPENDENT ADVISOR.

New Independent Advisors will have their initial GDC Payout Rates determined as follows:

- Field Leaders will have an initial GDC Payout Rate of 85% as a new Independent Advisor.
- Associate Financial Advisors who have been in the role of Associate Financial Advisor for one year or less (i.e., less than 26 service periods) will have an initial GDC Payout Rate of 80% if they become an Independent Advisor.
- Associate Financial Advisors who have been in the role of Associate Financial Advisor for more than one year (i.e., more than 26 service periods) will have an initial GDC Payout Rate of 85% if they become an Independent Advisor.
- Associate Financial Advisors who become an Independent Advisor and are also the successor of their former contracting/employing Independent Advisor's business may qualify to receive the same GDC Payout Rate as their former contracting/employing Independent Advisor as their initial GDC Payout Rate if: (1) the former contracting/employing Independent Advisor becomes the new Independent Advisor's Associate Financial Advisor in the same service period; and (2) the new Independent Advisor had been contracted/employed by the former Independent Advisor as an Associate Financial Advisor for at least one (1) year.
- New Independent Advisors with no prior experience or who do not meet the required standards will have an initial GDC Payout Rate of 85%.
- During the initial GDC Payout Rate period, if at year-end grid measurement, the standard GDC Payout Rate

is higher than the initial GDC Payout Rate, the Independent Advisor will receive the higher GDC Payout Rate as applicable.

**Table 9: Recasting of Table 1 Using the GDC Payout Grid**

In order to provide guidance in evaluating how the GDC Payout Grid affects average individual Independent Advisor compensation, the results in Table 1 have been recast to show the breakout by GDC Payout Rate as shown in Table 9A and Table 9B (below). Table 9A illustrates the breakout based on 2022 GDC Payout Rates (which Independent Advisors qualified for in 2021) and Table 9B illustrates the breakout based on 2023 GDC Payout Rates (which Independent Advisors qualified for in 2022).

**Table 9A:**

<b>2023 GDC Payout Rate</b>	<b>% of Advisors in Each Tier</b>	<b>2022 Average Total GDC</b>	<b>2022 Median Total GDC</b>	<b>2022 Average/Median Number of Plans</b>	<b>2022 Average/Median Assets</b>
72.0%	30.2%	165,116	153,281	11/3	32/30
73.0%	0.9%	216,602	202,956	42/31	50/38
74.0%	0.2%	107,316	99,611	35/28	32/8
75.0%	0.7%	245,207	216,997	37/27	25/8
76.0%	0.1%	69,968	69,968	67/67	6/6
77.5%	0.1%	298,507	354,076	0/0	26/38
78.0%	3.8%	416,855	425,770	24/16	58/61
79.0%	0.1%	415,128	416,500	27/20	60/71
80.0%	3.4%	459,556	477,600	22/8	71/75
81.0%	0.6%	462,164	493,944	35/34	107/107
81.5%	0.1%	669,911	671,010	51/59	9/6
82.0%	3.6%	561,326	574,445	33/30	75/79
82.5%	0.5%	481,741	534,579	27/14	110/122
83.0%	0.8%	647,655	641,839	49/53	74/79
83.5%	0.1%	487,529	536,956	15/26	128/126
84.0%	8.0%	673,978	682,585	37/32	100/103
84.5%	2.8%	892,843	888,407	43/40	126/130
85.0%	5.6%	837,973	854,499	46/36	133/137
85.5%	3.4%	1,166,192	1,183,945	53/49	181/183
86.0%	3.0%	1,059,582	1,021,960	82/85	150/137
86.5%	1.7%	1,273,249	1,242,910	75/79	194/195
87.0%	2.9%	987,562	1,014,011	76/86	137/133
87.5%	1.8%	1,329,753	1,308,607	115/121	194/188
88.0%	2.1%	1,394,762	1,264,335	129/135	184/159
88.5%	1.9%	1,457,741	1,379,015	118/125	218/220
89.0%	1.6%	1,451,436	1,451,013	133/151	200/190
89.5%	1.6%	1,627,669	1,691,573	167/166	218/220
90.0%	2.7%	1,499,654	1,604,794	111/129	214/207
90.5%	1.6%	1,802,549	1,758,147	196/200	256/243
91.0%	14.1%	3,435,179	2,832,496	212/203	470/394

Table 9B:

2024 GDC Payout Rate	% of Advisors in Each Tier	2023 Average Total GDC	2023 Median Total GDC	2023 Average/Median Number of Plans	2023 Average/Median Assets
72.0%	35.2%	181,873	158,178	15/4	39/36
73.0%	0.6%	292,223	182,085	47/39	70/44
74.0%	0.4%	271,890	164,622	65/57	52/12
75.0%	1.0%	273,316	266,446	33/16	28/28
76.0%	0.4%	93,383	54,343	28/29	12/3
77.5%	4.7%	522,086	528,658	30/24	90/94
78.0%	0.1%	589,052	599,904	107/103	94/94
79.0%	0.0%	95,450	95,450	50/50	2/2
80.0%	4.2%	589,114	601,194	39/30	103/102
81.0%	0.5%	533,658	566,262	68/56	129/131
81.5%	0.2%	108,360	85,150	55/37	28/4
82.0%	3.7%	750,488	727,513	47/44	117/118
82.5%	0.4%	709,953	660,764	62/47	192/203
83.0%	0.7%	822,583	848,411	71/65	105/108
83.5%	0.0%	706,602	706,602	149/149	228/228
84.0%	7.2%	850,541	841,546	49/47	143/146
84.5%	2.4%	1,115,135	1,124,616	55/47	182/188
85.0%	5.7%	984,144	1,033,720	64/60	168/177
85.5%	2.3%	1,401,629	1,397,553	85/94	237/249
86.0%	1.7%	1,305,082	1,304,837	105/123	213/197
86.5%	1.2%	1,574,516	1,636,188	109/114	263/270
87.0%	2.7%	1,047,106	948,403	88/95	178/156
87.5%	1.4%	1,667,626	1,420,896	135/148	276/271
88.0%	2.2%	1,544,416	1,490,518	154/175	243/225
88.5%	1.4%	1,708,818	1,628,168	140/149	275/254
89.0%	1.6%	1,630,353	1,656,167	154/172	261/255
89.5%	1.8%	1,984,772	1,972,572	194/195	330/308
90.0%	2.9%	1,462,126	1,517,600	115/122	229/210
90.5%	1.4%	2,335,239	2,201,636	214/218	345/332
91.0%	12.2%	3,925,602	3,214,070	232/222	605/494

## **Bonus and Incentive Programs**

**Deferred Compensation:** The Ameriprise Financial Deferred Compensation Program (“Deferred Compensation Program”) allows eligible Independent Advisors to defer a percent of GDC.

**Eligibility:** With respect to each program year (2024 program year runs from Jan. 24, 2024 through Jan. 21, 2025), an Independent Advisor must have a minimum GDC Payout Rate of 78% to be eligible for participation in the program. Eligible Independent Advisors may enroll in the program once each year during open enrollment. New Independent Advisors may become eligible to enroll in the program for the 2025 plan year.

**Table 10: 2024 Annual Deferred Equity Options**

<b>2024 GDC Payout Rate</b>	<b>2024 Deferral Rate Options</b>
72% – 77%	0%
78% – 91%	2% – 25%

Deferrals are calculated and credited, bi-weekly, to a participant’s deferral account in units based on the market value of the selected investments (options include AMP shares) on the Friday following each service period. If that date falls on a non-business day, deferrals will be calculated and credited on the preceding business day.

**Distributions:** Distributions may be paid in annual installments, over 2 to 10 years, or as a lump sum payment at the participant’s election. A participant may elect to receive distributions in a specific year or upon termination of his or her Franchise Agreement. Note: If a participant elects to receive distributions in a specific year and he or she separates from Ameriprise Financial for any reason other than death or disability and/or his or her Franchise Agreement is terminated, payments will begin in March of the year following such termination. Distribution of account balances invested in the Ameriprise Common Stock Fund will be made in shares; all other account balances are paid in cash.

**Dividends:** If and when dividends are paid on Ameriprise Financial common stock, the share unit account will receive additional deferred share units for the value of the cash dividends as of the dividend payment date.

**Global Administration Fee:** The Global Administration Fee (“Administration Fee” or “Admin Fee”) is deducted from the advisory fee amount paid by a client before applying the GDC Payout Rate, as specified in Table 4. The Administration Fee is used to support administration, development and management of the advisory service. Independent Advisors may qualify for a progressive rate reduction of the Administration Fee, known as the Global Admin Fee (“GAF”) discount. Qualification is based on advisory assets under management (“AUM”) for Advisory Solution (Managed Accounts) at the end of the calendar year and is applied to all fees debited in the subsequent year. Advisory assets are billable securities for which financial advice is provided. See Table 11 for Standard and Discounted Admin Fee ranges.

**Table 11: Standard Administration Fee with GAF Discount Ranges**

<b>Account Type</b>	<b>Admin Fee with GAF Discount Range</b>
All Managed Accounts	.0025% – .26%

For client household groups with less than \$115,000 in advisory account assets, an annual minimum administration fee of \$300 is applied, there will be no negative gross dealer concession (GDC). For client household groups with \$115,000 to \$200,000, the standard administration fee rate applies (the GAF discount program applies to client household groups that have over \$200,000 in advisory account assets).

**Risk Management Tiered Compensation:** The Ameriprise Financial Risk Management Tiered Compensation Program supports Independent Advisors who meet the fixed life and disability (“DI”) insurance needs of their clients. Once an Independent Advisor reaches specified time-of-sale gross dealer concession (“TOS GDC”) levels with an individual insurance carrier, the Independent Advisor begins earning additional compensation on subsequent TOS GDC for that carrier — up to 30% of TOS GDC generated on eligible fixed life and disability income insurance in 2024. The measurement period for the Ameriprise Financial Risk Management Tiered Compensation Program is Dec. 27, 2023 through Dec. 24, 2024. Risk Management Tired Compensation payments occur quarterly – in April, July and October 2024, with the final payment in February 2025. The compensation amount equals the compensation percent multiplied by the amount of eligible TOS GDC for the applicable tier as shown in Table 12 (below). Achieving a new payout tier applies the applicable percent rate for that tier only to eligible TOS GDC within that tier (it does not go backwards to the first dollar of TOS GDC).

**Table 12: 2024 Risk Management Tiered Compensation**

Tier	2024 Fixed Life & DI Eligible TOS GDC Amount (\$)	2024 Percent	Number of Independent Advisors Qualifying Based on 2023 Production
1	250,000+	30%	2
2	100,000 – 249,999	25%	8
3	75,000 – 99,999	20%	3
4	50,000 – 74,999	15%	5
5	25,000 – 49,999	10%	23
6	0 – 24,999	0%	2,654

For example, an Independent Advisor that reaches \$150,000 in eligible TOS GDC in 2024, would be paid \$23,750 in tiered compensation.

- 0% on the first \$24,999 (tier 6)
- 10% on the next \$25,000 = \$2,500 (tier 5)
- 15% on the next \$25,000 = \$3,750 (tier 4)
- 20% on the next \$25,000 = \$5,000 (tier 3)
- 25% on the next \$50,000 = \$12,500 (tier 2)

Total Risk Management Tiered Compensation = \$23,750

For examples of GDC calculations, see [Exhibit L](#).

## Ameriprise Financial Business Development Coaching Program

The Ameriprise Financial Business Development Coaching Program is available to all Independent Advisors, free of charge, aimed to help Independent Advisors evolve to the scale of their business, increase the number of collaborative client conversations and upgrade their client experience. An Independent Advisor that joins the Ameriprise Financial Business Development Coaching Program can elect to join one or more of the following focus groups: (1) client acquisition; (2) financial planning; and/or (3) net flows.

Table 13A, Table 13B and Table 13C data, for the period January 1, 2021 through December 31, 2023, covers new Independent Advisors across the U.S. that: (1) enrolled in the Ameriprise Financial Business Development Coaching Program and participated in one or more focus groups.

**Table 13A: 2021, 2022 and 2023 Annual Client Acquisition Growth Rate for Qualifying Independent Advisors Enrolled in the Ameriprise Financial Business Development Coaching Program Client Acquisition Focus Group**

	Number of Qualifying Independent Advisors Coached in Client Acquisition Focus Group	Total Clients for Qualifying Independent Advisors in Client Acquisition Focus Group as of Jan. 1	Total Clients for Qualifying Independent Advisors in Client Acquisition Focus Group as of Dec. 31	Annual Client Acquisition Growth Rate	Number and Percent of Qualifying Independent Advisors that Met or Exceeded the Annual Growth Rate
2021: Ameriprise Financial Independent Advisors	1,363	12,970	17,619	35.8%	620 (45%)
2022: Ameriprise Financial Independent Advisors	1,217	12,655	15,108	19.4%	510 (42%)
2023: Ameriprise Financial Independent Advisors	1,394	16,406	17,351	5.8%	547 (39%)

**Table 13B: 2021, 2022 and 2023 Annual Financial Planning Growth Rate for Qualifying Independent Advisors Enrolled in the Ameriprise Financial Business Development Coaching Program Financial Planning Focus Group**

	Number of Qualifying Independent Advisors Coached in Financial Planning Focus Group	Total Financial Plans for Qualifying Independent Advisors in Financial Planning Focus Group as of Jan. 1	Total Financial Plans for Qualifying Independent Advisors in Financial Planning Focus Group as of Dec. 31	Annual Financial Planning Growth Rate	Number and Percent of Qualifying Independent Advisors that Met or Exceeded the Annual Growth Rate
2021: Ameriprise Financial Independent Advisors	1,474	43,294	52,277	20.7%	373 (25%)
2022: Ameriprise Financial Independent Advisors	1,377	44,080	49,810	13.0%	724 (53%)
2023: Ameriprise Financial Independent Advisors	1,458	46,857	54,753	16.9%	553 (38%)

**Table 13C: 2021, 2022 and 2023 Annual Net Flows Growth Rate for Qualifying Independent Advisors Enrolled in the Ameriprise Financial Business Development Coaching Program Net Flows Focus Group**

	Number of Qualifying Independent Advisors Coached in Net Flows Focus Group	Total Net Flows for Qualifying Independent Advisors in Net Flows Focus Group as of Jan. 1	Total Net Flows for Qualifying Independent Advisors in Net Flows Focus Group as of Dec. 31	Annual Net Flows Growth Rate	Number and Percent of Qualifying Independent Advisors that Met or Exceeded the Annual Growth Rate
2021: Ameriprise Financial Independent Advisors	904	\$2.230B	\$5.245B	135.2%	333 (37%)
2022: Ameriprise Financial Independent Advisors	809	\$2.159B	\$3.873B	79.4%	294 (36%)
2023: Ameriprise Financial Independent Advisors	809	\$1.799B	\$3.005B	167%	194 (24%)

**NOTES TO TABLE 13A, TABLE 13B AND TABLE 13C:**

1. Table 13A data covers the 2021, 2022 and 2023 annual client acquisition growth rates for Qualifying Independent Advisors coached and enrolled in the Ameriprise Financial Business Development Coaching Program client acquisition focus group from January 1, 2021 through December 31, 2023. Client acquisition is the measure of new clients with \$100,000+ in assets.
2. In the Ameriprise Financial Business Development Coaching Program client acquisition focus group, there were 1,363 Qualifying Independent Advisors measured who were coached and enrolled for the entire calendar year ending December 31, 2021. The total number of clients for all 1,363 Qualifying Independent Advisors was 12,970 as of January 1, 2021, and 17,619 as of December 31, 2021.
3. The 2021 annual client acquisition growth rate for Qualifying Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program client acquisition focus group was calculated with a standard annual growth rate formula: the total number of clients for Qualifying Independent Advisors measured in the client acquisition focus group as of January 1, 2021 was subtracted from the total number of clients for the same group as of December 31, 2021, the result was divided by the total number of clients for the same group as of January 1, 2021, before multiplying the subsequent result by 100. Of the 1,363 Qualifying Independent Advisors measured, 620 (45%) Qualifying Independent Advisors met or exceeded the client acquisition focus group 2021 annual client acquisition growth rate of 35.8%.
4. In the Ameriprise Financial Business Development Coaching Program client acquisition focus group, there were 1,217 Qualifying Independent Advisors measured who were coached and enrolled for the entire calendar year ending December 31, 2022. The total number of clients for all 1,217 Qualifying Independent Advisors was 12,655 as of January 1, 2022, and 15,108 as of December 31, 2022.
5. The 2022 annual client acquisition growth rate for Qualifying Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program client acquisition focus group was calculated with a standard annual growth rate formula: the total number of clients for Qualifying Independent Advisors measured in the client acquisition focus group as of January 1, 2022 was subtracted from the total number of clients for the same group as of December 31, 2022, the result was divided by the total number of clients for the same group as of January 1, 2022, before multiplying the subsequent result by 100. Of the 1,217 Qualifying Independent Advisors measured, 510 (42%) Qualifying Independent Advisors met or exceeded the client acquisition focus group 2022 annual client acquisition growth rate of 19.4%.
6. In the Ameriprise Financial Business Development Coaching Program client acquisition focus group, there were 1,394 Qualifying Independent Advisors measured who were coached and enrolled for the entire calendar year ending December 31, 2023. The total number of clients for all 1,394 Qualifying Independent Advisors was 16,406 as of January 1, 2023, and 17,351 as of December 31, 2023.
7. The 2023 annual client acquisition growth rate for Qualifying Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program client acquisition focus group was calculated with a standard annual growth rate formula: the total number of clients for Qualifying Independent Advisors measured in the client acquisition focus group as of January 1, 2023 was subtracted from the total number of clients for the same group as of December 31, 2023, the result was divided by the total number of clients for the same group as of January 1, 2023, before multiplying the subsequent result by 100. Of the 1,394



Qualifying Independent Advisors measured, 547 (39%) Qualifying Independent Advisors met or exceeded the client acquisition focus group 2023 annual client acquisition growth rate of 5.8%.

8. The average annual growth rate (“AAGR”) for Qualifying Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program client acquisition focus group was calculated with a standard AAGR formula to determine the arithmetic average of the three-years’ individual growth rates: the annual growth rate for Qualifying Independent Advisors measured in the client acquisition focus group for the 2021 calendar year was added to the annual growth rates of the same group for the 2022 and 2023 calendar years, the result was divided by the total number of years between 2021-2023 (divided by three for the three years between 2021-2023), before multiplying the subsequent result by 100. During the 3-year period, the AAGR for the client acquisition focus group was 20.3%.
9. Table 13B data covers the 2021, 2022 and 2023 annual financial planning growth rates for Qualifying Independent Advisors coached and enrolled in the Ameriprise Financial Business Development Coaching Program financial planning focus group from January 1, 2021 through December 31, 2023. Financial planning is comprehensive advice provided to clients.
10. In the Ameriprise Financial Business Development Coaching Program financial planning focus group, there were 1,474 Qualifying Independent Advisors measured who were coached and enrolled for the entire calendar year ending December 31, 2021. The total number of financial plans for all 1,474 Qualifying Independent Advisors was 43,294 as of January 1, 2021, and 52,277 as of December 31, 2021.
11. The 2021 annual financial planning growth rate for Qualified Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program financial planning focus group was calculated with a standard annual growth rate formula: the total number of financial plans for Qualified Independent Advisors measured in the financial planning focus group as of January 1, 2021 was subtracted from the total number of financial plans for the same group as of December 31, 2021, the result was divided by the total number of financial plans for the same group as of January 1, 2021, before multiplying the subsequent result by 100. Of the 1,474 Qualifying Independent Advisors measured, 373 (25%) Qualifying Independent Advisors met or exceeded the financial planning focus group 2021 annual financial planning growth rate of 20.7%.
12. In the Ameriprise Financial Business Development Coaching Program financial planning focus group, there were 1,377 Qualified Independent Advisors measured who were coached and enrolled for the entire calendar year ending December 31, 2022. The total number of financial plans for all 1,377 Qualified Independent Advisors was 44,080 as of January 1, 2022, and 49,810 as of December 31, 2022.
13. The 2022 annual financial planning growth rate for Qualified Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program financial planning focus group was calculated with a standard annual growth rate formula: the total number of financial plans for Qualified Independent Advisors measured in the financial planning focus group as of January 1, 2022 was subtracted from the total number of financial plans for the same group as of December 31, 2022, the result was divided by the total number of financial plans for the same group as of January 1, 2022, before multiplying the subsequent result by 100. Of the 1,377 Qualified Independent Advisors measured, 724 (53%) Qualified Independent Advisors met or exceeded the financial planning focus group 2022 annual financial planning growth rate of 13.0%.
14. In the Ameriprise Financial Business Development Coaching Program financial planning focus group, there were 1,458 Qualified Independent Advisors measured who were coached and enrolled for the entire calendar year ending December 31, 2023. The total number of financial plans for all 1,458 Qualified Independent Advisors was 46,857 as of January 1, 2023, and 54,753 as of December 31, 2023.
15. The 2023 annual financial planning growth rate for Qualified Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program financial planning focus group was calculated with a standard annual growth rate formula: the total number of financial plans for Qualified Independent Advisors measured in the financial planning focus group as of January 1, 2023 was subtracted from the total number of financial plans for the same group as of December 31, 2023, the result was divided by the total number of financial plans for the same group as of January 1, 2023, before multiplying the subsequent result by 100. Of the 1,458 Qualified Independent Advisors measured, 553 (38%) Qualified Independent Advisors met or exceeded the financial planning focus group 2023 annual financial planning growth rate of 16.9%.
16. The average annual growth rate (“AAGR”) for Qualified Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program financial planning focus group was calculated with a

standard AAGR formula to determine the arithmetic average of the three-years' individual growth rates: the annual financial planning growth rate for Qualified Independent Advisors measured in the financial planning focus group for the 2021 calendar year was added to the annual financial planning growth rates of the same group for the 2022 and 2023 calendar years, the result was divided by the total number of years between 2021-2023 (divided by three for the three years between 2021-2023), before multiplying the subsequent result by 100. During the 3-year period, the AAGR for the financial planning focus group was 16.9%.

17. Table 13C data covers the 2021, 2022 and 2023 annual net flows growth rate for Qualified Independent Advisors coached and enrolled in the Ameriprise Financial Business Development Coaching Program net flows focus group from January 1, 2021 through December 31, 2023. Net flows is the measure of client asset retention.
18. In the Ameriprise Financial Business Development Coaching Program net flows focus group, there were 904 Qualified Independent Advisors measured who were coached and enrolled for the entire calendar year ending December 31, 2021. The year-over-year net flows for all 904 Qualified Independent Advisors was \$2.230B as of January 1, 2021, and \$5.245B as of December 31, 2021.
19. The 2021 annual net flows growth rate for Qualified Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program net flows focus group was calculated with a standard annual growth rate formula: the net flows for Qualified Independent Advisors measured in the net flows focus group as of January 1, 2021 was subtracted from the net flows for the same group as of December 31, 2021, the result was divided by the net flows for the same group as of January 1, 2021, before multiplying the subsequent result by 100. Of the 904 Qualified Independent Advisors measured, 333 (37%) Qualified Independent Advisors met or exceeded the net flows focus group 2021 annual net flows growth rate of 135.2%.
20. In the Ameriprise Financial Business Development Coaching Program net flows focus group, there were 809 Qualified Independent Advisors measured who were coached and enrolled for the entire calendar year ending December 31, 2022. The year-over-year net flows for all 809 Qualified Independent Advisors was \$2.159B as of January 1, 2022, and \$3.873B as of December 31, 2022.
21. The 2022 annual net flows growth rate for Qualified Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program net flows focus group was calculated with a standard annual growth rate formula: the net flows for Qualified Independent Advisors measured in the net flows focus group as of January 1, 2022 was subtracted from the net flows for the same group as of December 31, 2022, the result was divided by the net flows for the same group as of January 1, 2022, before multiplying the subsequent result by 100. Of the 809 Qualified Independent Advisors measured, 294 (36%) Qualified Independent Advisors met or exceeded the net flows focus group 2022 annual net flows growth rate of 79.4%.
22. In the Ameriprise Financial Business Development Coaching Program net flows focus group, there were 809 Qualified Independent Advisors measured who were coached and enrolled for the entire calendar year ending December 31, 2023. The year-over-year net flows for all 809 Qualified Independent Advisors was \$1.799B as of January 1, 2023, and \$3.005B as of December 31, 2023.
23. The 2023 annual net flows growth rate for Qualified Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program net flows focus group was calculated with a standard annual growth rate formula: the net flows for Qualified Independent Advisors measured in the net flows focus group as of January 1, 2023 was subtracted from the net flows for the same group as of December 31, 2023, the result was divided by the net flows for the same group as of January 1, 2023, before multiplying the subsequent result by 100. Of the 809 Qualified Independent Advisors measured, 194 (24%) Qualified Independent Advisors met or exceeded the net flows focus group 2023 annual net flows growth rate of 167%.
24. The average annual growth rate ("AAGR") for Qualified Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program net flows focus group was calculated with a standard AAGR formula to determine the arithmetic average of the three-years' individual growth rates: the annual net flows growth rate for Qualified Independent Advisors measured in the net flows focus group for the 2021 calendar year was added to the annual net flows growth rates of the same group for the 2022 and 2023 calendar years, the result was divided by the total number of years between 2021-2023 (divided by three for the three years between 2021-2023), before multiplying the subsequent result by 100. During the 3-year period, the AAGR for the net flows focus group was 127.2%.

## Ameriprise Financial Wealth Management Solutions Consulting Program

The Ameriprise Financial Wealth Management Solutions Consulting Program is available to all Independent Advisors. It includes the Wealth Management Solutions (“WMS”) Team that works together with Independent Advisors to help them evolve to the scale of their business, meet their clients’ goals and unique needs – all while achieving the goals within their Independent Financial Advisor Business. The solutions and strategies of the WMS Team help Independent Advisors to build and deepen client relationships through advanced strategies and innovative products that upgrade the overall client experience.

**Table 14: 2023 Average Annual Growth Rate for Independent Advisors Enrolled in the Ameriprise Financial Wealth Management Solutions Consulting Program Net Flows Focus Group**

	Number of Independent Advisors Considered	Total Net Flows for Independent Advisors for Year Ending Dec. 31, 2023	Average Net Flows for Independent Advisors for Year Ending Dec. 31, 2023	Median Net Flows for Independent Advisors for Year Ending Dec. 31, 2023	Number and Percent of Independent Advisors that Met or Exceeded the Average
Independent Advisors (Highly Contacted)	613	\$3.8B	\$2.7M	\$1.8M	161 (26%)
Independent Advisors (Not Highly Contacted)	3,568	\$9.6B	\$6.2M	\$328,000	1,046 (29%)

### NOTES TO TABLE 14:

1. Table 14 data covers the average annual net flows growth rate for Independent Advisors between January 1, 2023 and December 31, 2023. Net flows is the measure of client asset retention.
2. There were 613 Independent Advisors enrolled in the Ameriprise Financial Wealth Management Solutions Consulting Program (“Independent Advisors (Highly Contacted)”) for the entire calendar year ending December 31, 2023. The total net flows for all 613 Independent Advisors (Highly Contacted) was \$3.8B, and the average net flows per Independent Advisor (Highly Contacted) was \$2.7M.
3. The average annual growth rate (“AAGR”) for Independent Advisors (Highly Contacted) was calculated with a standard AAGR formula: the total number of net flows for Independent Advisors (“Highly Contacted”) measured in the net flows focus group as of December 31, 2023 was divided by the total number of net flows for the same group as of January 1, 2023, the result was subtracted by one, before multiplying the subsequent result by 100. Of the 613 Independent Advisors (“Highly Contacted”) measured, 161 (26%) Independent Advisors (Highly Contacted) met or exceeded the average annual financial planning growth rate of \$2.7M.
4. There were 3,568 Independent Advisors who did not enroll in the Ameriprise Financial Wealth Management Solutions Consulting Program (“Independent Advisors (Not Highly Contacted)”) for the entire calendar year ending December 31, 2023. The total net flows for all 3,568 not highly contacted Independent Advisors was \$9.6B, and the average net flows per not highly contacted Independent Advisor was \$6.2M.
5. The average annual growth rate (“AAGR”) for Independent Advisors (Not Highly Contacted) measured was calculated with a standard AAGR formula: the total number of net flows for Independent Advisors (Not Highly Contacted) measured in the net flows focus group as of December 31, 2023 was divided by the total number of net flows for the same group as of January 1, 2023, the result was subtracted by one, before multiplying the subsequent result by 100. Of the 3,568 Independent Advisors (Not Highly Contacted) measured, 1,046 (29%) Independent Advisors (Not Highly Contacted) met or exceeded the average annual financial planning growth rate of \$6.2M.

## **Ameriprise Financial GDC 5-Year Compound Annual Growth Rate**

The information in this section covers the compound annual growth rate (“CAGR”) of GDC over a 5-year period from December 31, 2018 through December 31, 2023 (“5-Year Period”) for three groups of Ameriprise Financial advisors: (1) “All Advisors”, which includes all Ameriprise Financial Independent Advisors, Employees, Associate Financial Advisors, Corporate Staff and AFIG advisors across the U.S.; (2) “Employee & Independent Advisors”, which includes all Ameriprise Financial Employee and Independent Advisors across the U.S.; and (3) “Independent Advisors”, which includes all Ameriprise Financial Independent Advisors across the U.S. GDC is the gross dealer concession amount generated from new business, also known as Time-of-Sale GDC and Trail GDC.

The CAGR for each advisor group disclosed below was calculated with a standard CAGR formula: the average GDC per advisor as of December 31, 2023 was divided by the average GDC per advisor as of December 31, 2018, the result was raised to the inverse number of years between 2018-2023 (exponent of one divided by five for the five years between 2018-2023), before subtracting the subsequent result by one.

For the All Advisors group, the average number of advisors in operation for the calendar year ending December 31, 2018 was 9,817, and the average number of advisors in operation for the calendar year ending December 31, 2023 was 10,318. During the 5-Year Period, the CAGR of GDC for the All Advisors group was 6%.

For the Employee & Independent Advisors group, the average number of advisors in operation for the calendar year ending December 31, 2018 was 6,397, and the average number of advisors in operation for the calendar year ending December 31, 2023 was 5,812. During the 5-Year Period, the CAGR of GDC for the Employee & Independent Advisors group was 8%.

For the Independent Advisors group, the average number of advisors in operation for the calendar year ending December 31, 2018 was 4,516, and the average number of advisors in operation for the calendar year ending December 31, 2023 was 4,066. During the 5-Year Period, the CAGR of GDC for the Independent Advisors group was 8%.

## **Ameriprise Financial GDC 5-Year Compound Annual Growth Rate of Top and Bottom 20%**

The information in this section covers the CAGR of GDC over a 5-year period from December 31, 2018 through December 31, 2023 (“5-Year Period”) for the top and bottom 20% of two groups of Ameriprise Financial advisors: (1) Qualifying Employee & Independent Advisors; and (2) Qualifying Independent Advisors. GDC is the gross dealer concession amount generated from new business, also known as Time-of-Sale GDC and Trail GDC.

For purposes of this section, “Qualifying Employee & Independent Advisors” consists of 4,733 advisors that are a subset of the Employee & Independent Advisors who: (1) were active in the System as of December 31, 2023; (2) had assets under management as of December 31, 2023; (3) had GDC in both 2018 and 2023; and (4) operated continuously during the 5-Year Period.

For purposes of this section, “Qualifying Independent Advisors” consists of 3,638 advisors that are a subset of the Independent Advisors who: (1) were active in the System as of December 31, 2023; (2) had assets under management as of December 31, 2023; (3) had GDC in both 2018 and 2023; and (4) operated continuously during the 5-Year Period.

The top 20% of the Qualifying Employee & Independent Advisors group and the Qualifying Independent Advisors group were those advisors whose assets under management (“AUM”) fell in the top 20% of each advisor group. The bottom 20% of the Qualifying Employee & Independent Advisors group and the Qualifying Independent Advisors group were those advisors whose AUM fell in the bottom 20% of each advisor group.

The CAGR for the top and bottom 20% of the Qualifying Employee & Independent Advisors group and the Qualifying Independent Advisors group disclosed below was calculated with a standard CAGR formula: the average GDC per advisor as of December 31, 2023 was divided by the average GDC per advisor as of December 31, 2018, the result was raised to the inverse number of years between 2018-2023 (exponent of one divided by five for the five years between 2018-2023), before subtracting the subsequent result by one.

During the 5-Year Period, there were 946 advisors in the top 20% of the Qualifying Employee & Independent Advisors group and the CAGR of GDC for such advisors was 11%. During the 5-Year Period, there were 948 advisors in the bottom 20% of the Qualifying Employee & Independent Advisors group and the CAGR of GDC for such advisors was (10%).

During the 5-Year Period, there were 727 advisors in the top 20% of the Qualifying Independent Advisors group and the CAGR of GDC for such advisors was 10%. During the 5-Year Period, there were 728 advisors in the bottom 20% of the Qualifying Independent Advisors group and the CAGR of GDC for such advisors was (15%).

**Table 16: 2019-2021 AUM Ramp Up of Independent Advisors Versus Industry**

In March 2023, we participated in a third-party study conducted by McLagan Data & Analytics, a product of Aon, a leading global professional service firm (“McLagan”). In addition to Ameriprise Financial, six other financial service firms also participated in the study, the names of which are available upon request (collectively with Ameriprise Financial, “Participating Firms”). As part of the study, all Participating Firms agreed to provide McLagan with specific data related to all franchised, licensed or affiliated financial advisors that joined the Participating Firms from other firms in 2019, 2020 and 2021 (“Recruits”). This study did not include among Recruits any financial advisors directly employed by the Participating Firms.

Data provided to McLagan on Recruits included: (1) the value of a Recruits’ assets under management at the prior firm at the time a Recruit left the prior firm (“Recruited AUM”); (2) the value of a Recruits’ assets under management after a full 12 months after they joined the Participating Firm (“12 Month AUM”); and (3) the value of a Recruits’ assets under management after a full 24 months after they joined the Participating Firm (“24 Month AUM”).

Based on the data provided by the Participating Firms, McLagan published a confidential study that concluded Ameriprise had the highest median 12 Month AUM and 24 Month AUM as a percent of the same Recruits’ Recruited AUM when compared to the other 6 Participating Firms, and therefore, Ameriprise Financial Recruits ramped up faster than the other Participating Firms:

	Rankings <sup>6</sup>	
	Months 1-12 Ranking <sup>4</sup>	Months 13-24 Ranking <sup>5</sup>
2019 Recruits <sup>1</sup>	1 (of 7)	1 (of 7)
2020 Recruits <sup>2</sup>	1 (of 7)	1 (of 7)
2021 Recruits <sup>3</sup>	1 (of 7)	1 (of 7)

**NOTES TO TABLE 16:**

1. 2019 Recruits joined the Participating Firms in the 2019 calendar year.
2. 2020 Recruits joined the Participating Firms in the 2020 calendar year.
3. 2021 Recruits joined the Participating Firms in the 2021 calendar year.
4. In determining the Months 1-12 ranking for all Participating Firms, McLagan calculated each Recruit’s 12 Month AUM as a percent of their Recruited AUM. The median of these percentages for Recruits from each of the seven Participating Firms was compared against the median of other Participating Firms.
5. In determining the Months 12-24 ranking for all Participating Firms, McLagan calculated each Recruit’s 24 Month AUM as a percent of their Recruited AUM. The median of these percentages for Recruits from each of the seven Participating Firms was compared against the median of other Participating Firms.
6. In all years, Recruits were only counted for periods where they remained at the Participating Firm for the full period of time after their recruitment. For example, if a Recruit joined a Participating Firm in 2019 and left the Participating Firm after 13 months, that Recruit’s data would be included with the 2019 Recruits for Months 1-12, but not included in Months 13-24.

## 2020 and 2021 Revenue Multiples for Sales of Ameriprise Financial Independent Financial Advisor Businesses Versus Industry

Table 17 discloses average gross revenue multiples (the ratio resulting from the sale price of the business divided by gross revenue attributed to “recurring revenue”) on sales of certain Ameriprise Financial Independent Financial Advisor Businesses occurring in 2020 and 2021, and then compares these averages to certain 2020 and 2021 sales of non-Ameriprise Financial advisor businesses. For purposes of the comparison, we included only a limited number of Ameriprise Financial Independent Financial Advisor Business sales (“data set”). We considered only sales of full Ameriprise Financial Independent Financial Advisor Businesses occurring during calendar year 2020 and 2021 for which we had access to complete revenue data and sale price information. We excluded from the data set all sales for which we received incomplete data or which involved an abnormal (defined below) transaction structure. Finally, we excluded from the data set any partial sales of a business.

In 2020 and 2021, 127 Independent Advisors sold the entirety of the Ameriprise Financial Independent Financial Advisor Business to a new owner. Of the 127 sales, 11 sales were excluded because they involved an abnormal transaction structure or we did not have access to complete revenue data and sales price information for the sale. As a result, we included 116 sales in the data out of a total of 127 Independent Financial Advisor Business sales.

The data in Table 17 regarding sales of non-Ameriprise Financial advisor businesses is taken from a study that Succession Resource Group prepared for us (“Study”). Succession Resource Group reviewed data from all non-Ameriprise Financial advisor business sales in 2020 and 2021, but of these 366 sales, excluded 228 for which it had incomplete data or which involved an abnormal transaction structure.

Table 17 discloses the comparison of average gross revenue multiples for sales of Ameriprise Financial Independent Financial Advisor Businesses versus sales of industry sample group (non-Ameriprise Financial advisor) businesses, based on data for “recurring revenue” of the businesses involved.

**Table 17: 2020 and 2021 Revenue Multiples for Sales of Ameriprise Financial Independent Financial Advisor Businesses Versus Industry**

	Number of Independent Financial Advisor Business Sales Considered	2020/2021 Average Gross Revenue Multiple (Recurring Revenue)	2017/2018 Average Gross Revenue Multiple (Recurring Revenue)	2013 Average Gross Revenue Multiple (Recurring Revenue)
Sales of Ameriprise Financial Independent Financial Advisor Businesses	116	3.20	3.10	2.49
Sales of Industry Sample Group Businesses (non-Ameriprise Financial)	138	2.54	2.61	2.34

### NOTES TO TABLE 17:

1. “Abnormal” transaction structure means a situation in which the sale of an Ameriprise Financial Independent Financial Advisor Business constituted part of a larger transaction (e.g., a deal involving assumption of a lease, the sale of office furniture or the sale of real estate).
2. “Gross revenue” means the total gross revenue paid to either the Ameriprise Financial Independent Financial Advisor Business or the non-Ameriprise Financial advisor business, net of any fees charged by a broker-dealer or custodian.
3. “Gross revenue multiple” means the sale price of the business (either the Ameriprise Financial Independent Financial Advisor Business or the non-Ameriprise Financial advisor business), divided by the “gross revenue” of that business.
4. “Median” means the gross revenue value for which there are an equal number of higher and lower gross revenue values in the applicable data set.
5. “Non-recurring revenue” means gross revenue paid to the business for a single transaction (e.g., a commission earned on an annuity sale that does not repeat on a periodic basis).
6. “Recurring revenue” means gross revenue paid to the business on an ongoing basis, typically annually (e.g., trail commissions earned on a mutual fund sale).

7. Succession Resource Group is a third party, which Ameriprise Financial engaged to conduct the Study.
8. The figures cited in Table 17 for non-Ameriprise Financial advisor businesses is based on data provided by Succession Resource Group in the Study. This data does reflect the operating history of Ameriprise Financial Independent Advisor Businesses.
9. The figures cited in Table 17 are a retrospective analysis only.
10. Based on the figures cited in Table 17, Ameriprise Financial Independent Financial Advisor Businesses on average have a 26% higher multiple of recurring revenue than the sales of non-Ameriprise Financial advisor businesses.

## Practice Growth by Month 24 Based on GDC of Ameriprise Financial Independent Advisors

Table 18A and Table 18B represents actual GDC data from individual Independent Advisors' first 24 months as Ameriprise Financial Independent Advisors, who joined the firm between March 1, 2018 and February 28, 2022. Table 18A discloses Independent Advisors with the highest practice growth by month 24 based on GDC and Table 18B discloses Independent Advisors with the lowest practice growth by month 24 based on GDC.

**Table 18A: Ameriprise Financial Independent Advisors with the Highest Practice Growth by Month 24 Based on GDC\***

A	B	C	D	E	F
Advisor	Percent of Growth by Month 24	Total GDC by Month 24**	Recruited Total GDC	Recruited AUM	Percent of Actual Ramp Up
Advisor 1	123%	\$1,184,756	\$531,294	\$68,394,730	223%
Advisor 2	123%	\$1,050,608	\$471,888	\$39,733,863	223%
Advisor 3	103%	\$2,425,524	\$1,192,960	\$11,341,751	203%
Advisor 4	99%	\$1,037,483	\$520,450	\$40,641,827	199%
Advisor 5	92%	\$786,134	\$408,815	\$32,953,157	192%
Advisor 6	85%	\$800,324	\$433,464	\$49,500,000	185%
Advisor 7	81%	\$3,638,189	\$2,010,208	\$203,866,831	181%
Advisor 8	80%	\$1,990,264	\$1,103,668	\$173,322,137	180%
Advisor 9	69%	\$975,660	\$576,300	\$114,824,258	169%
Advisor 10	66%	\$1,171,275	\$705,293	\$68,710,269	166%
Advisor 11	64%	\$883,501	\$539,887	\$38,521,558	164%
Advisor 12	64%	\$419,752	\$233,499	\$27,650,000	164%
Advisor 13	52%	\$807,496	\$530,276	\$59,286,201	152%
Advisor 14	52%	\$850,305	\$557,994	\$55,799,350	152%
Advisor 15	52%	\$429,328	\$256,000	\$25,600,000	152%
Advisor 16	51%	\$767,969	\$510,171	\$48,250,000	151%
Advisor 17	47%	\$1,342,984	\$915,084	\$65,220,576	147%
Advisor 18	37%	\$2,106,305	\$1,541,835	\$200,332,390	137%
Advisor 19	37%	\$571,954	\$415,980	\$66,377,246	137%
Advisor 20	35%	\$935,430	\$690,514	\$82,565,578	135%
Advisor 21	32%	\$756,660	\$572,010	\$172,598,548	132%
Advisor 22	32%	\$320,744	\$242,915	\$44,382,446	132%
Advisor 23	31%	\$1,155,057	\$880,213	\$111,195,365	131%
Advisor 24	31%	\$743,916	\$566,959	\$94,481,762	131%
Advisor 25	30%	\$485,714	\$372,876	\$112,358,706	130%
Advisor 26	30%	\$2,140,539	\$1,646,904	\$164,690,400	130%
Advisor 27	29%	\$2,151,064	\$1,661,704	\$200,156,936	129%
Advisor 28	29%	\$403,230	\$311,961	\$33,460,835	129%
Advisor 29	27%	\$1,233,832	\$967,944	\$87,158,580	127%
Advisor 30	25%	\$1,021,049	\$817,464	\$53,672,845	125%



**Table 18B: Ameriprise Financial Independent Advisors with the Lowest Practice Growth by Month 24 Based on GDC\***

A	B	C	D	E	F
Advisor	Percent of Growth by Month 24	Total GDC by Month 24**	Recruited Total GDC	Recruited AUM	Percent of Actual Ramp Up
Advisor 1	-20%	\$591,957	\$740,395	\$174,000,000	80%
Advisor 2	-21%	\$1,093,574	\$1,378,958	\$78,812,933	79%
Advisor 3	-22%	\$498,176	\$642,116	\$55,425,997	78%
Advisor 4	-23%	\$1,227,261	\$1,589,695	\$78,812,933	77%
Advisor 5	-27%	\$987,773	\$1,344,568	\$134,289,717	73%
Advisor 6	-29%	\$690,290	\$977,423	\$107,896,845	71%
Advisor 7	-29%	\$269,100	\$378,764	\$54,445,865	71%
Advisor 8	-30%	\$140,618	\$202,218	\$21,901,063	70%
Advisor 9	-33%	\$248,378	\$368,301	\$56,802,733	67%
Advisor 10	-34%	\$548,138	\$830,612	\$110,257,600	66%
Advisor 11	-34%	\$221,411	\$337,571	\$50,000,922	66%
Advisor 12	-35%	\$496,029	\$762,807	\$119,268,740	65%
Advisor 13	-38%	\$832,935	\$1,333,648	\$183,300,000	62%
Advisor 14	-39%	\$923,000	\$1,515,922	\$133,803,551	61%
Advisor 15	-40%	\$643,693	\$1,078,114	\$96,376,838	60%
Advisor 16	-41%	\$338,535	\$577,101	\$57,441,403	59%
Advisor 17	-44%	\$255,541	\$452,777	\$42,465,700	56%
Advisor 18	-45%	\$301,494	\$551,926	\$87,293,126	55%
Advisor 19	-47%	\$286,957	\$541,762	\$53,126,450	53%
Advisor 20	-48%	\$425,970	\$823,534	\$35,599,816	52%
Advisor 21	-49%	\$229,225	\$451,311	\$40,962,154	51%
Advisor 22	-55%	\$380,148	\$850,665	\$214,494,140	45%
Advisor 23	-56%	\$357,413	\$813,732	\$80,373,248	44%
Advisor 24	-64%	\$386,801	\$1,070,000	\$107,000,000	36%
Advisor 25	-65%	\$119,622	\$343,964	\$53,672,408	35%
Advisor 26	-68%	\$87,962	\$274,706	\$27,470,600	32%
Advisor 27	-76%	\$129,769	\$530,550	\$66,715,393	24%
Advisor 28	-76%	\$98,263	\$414,104	\$45,342,988	24%
Advisor 29	-82%	\$64,762	\$350,795	\$20,888,024	18%
Advisor 30	-86%	\$104,473	\$723,082	\$72,308,200	14%

\*Table 18A and Table 18B data covers Ameriprise Financial Independent Advisors across the U.S. that: (1) previously worked at another company in the financial services industry;(2) became an Independent Advisor between March 1, 2018 and February 28, 2022 (however, Advisor 16 and Advisor 21 in Table 18A each became an Independent Advisor between May 1, 2017 and December 31, 2017); (3) have been operating as an Independent Advisor for at least 24 months as of February 28, 2024; and (4) had a minimum of \$300,000 in Total GDC at their prior firm from the prior 12 months. Table 18A includes information on the 30 highest performing of these Independent Advisors and Table 18B includes information on the 30 lowest performing of these Independent Advisors, as compared to their Total GDC at their prior firms.

\*\*Consists of Time-of-Sale GDC and Trail GDC.

**NOTES TO TABLE 18A AND TABLE 18B:**

1. Independent Advisors may have purchased or sold practices as part of their GDC sales volume, however, these are not accounted for in Table 18A or Table 18B. In addition, product mix is specific to each individual Independent Advisor and may vary among Independent Advisors; the product mix of a new Independent Advisor may differ from the product mix of an experienced Independent Advisor. This difference in product mix will cause earnings to differ because different products have different GDC rates, which, in turn, affects an Independent Advisor's gross income. Ameriprise Financial's average product mix (based on Independent Advisor national data) is illustrated in Table 2 (above).

2. A description of the specific columns, which make up Table 18A and Table 18B are as follows:

Description of Table 18A and Table 18B:

- Column A: Advisor – An individual Independent Advisor that meets the qualifications specified in the Notes to Table 18A and Table 18B section (above).
- Column B: Percent of Growth by Month 24 – The percent of growth achieved by the Independent Advisor's 24th month as an Ameriprise Financial Independent Advisor that exceeds the Independent Advisor's Recruited Total GDC.
- Column C: Total GDC by Month 24 – The total gross dealer concession amount generated from new business, also known as Time-of-Sale GDC and Trail GDC, by the Independent Advisor's 24th month as an Ameriprise Financial Independent Advisor.
- Column D: Recruited Total GDC – The total gross dealer concession amount at the time of the Independent Advisor's recruitment.
- Column E: Recruited AUM – The amount of assets under management at the time of the Independent Advisor's recruitment.
- Column F: Percent of Actual Ramp Up – The percent of actual ramp up growth achieved by the Independent Advisor's 24th month as an Ameriprise Financial Independent Advisor, as compared to the Independent Advisor's Recruited Total GDC.

**Some Independent Advisors have earned these amounts. Your individual results may differ. There is no assurance that you will earn as much.**

Other than the preceding financial performance representations, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations, either orally or in writing. If you receive any other financial performance information or projections of your future income, you should report it to: Ameriprise Financial's Franchise Operations at 200 Ameriprise Financial Center, Minneapolis, Minnesota 55474, 612-671-5262, [ufocandfddquestions@ampf.com](mailto:ufocandfddquestions@ampf.com); the Federal Trade Commission; and the appropriate state regulatory agencies.

**ITEM 20  
LIST OF OUTLETS AND FRANCHISE INFORMATION**

**TABLE 1: SYSTEM-WIDE OUTLET SUMMARY FOR YEARS 2021, 2022 AND 2023**

Outlet Type	Year	Outlets at Start of Year	Outlets at End of Year	Net Change
Franchised	2021	4333	4221	-112
	2022	4233	4141	-92
	2023	4133	4003	-130
Company-Owned	2021	1906	1795	-111
	2022	1757	1747	-10
	2023	1706	1751	45
Total Outlets	2021	6239	6016	-223
	2022	5990	5888	102
	2023	5839	5754	-85

**NOTES TO TABLE 1:**

- Table 1 includes outlets in our Ameriprise Financial Institutions Group (“AFIG”).

**TABLE 2: TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2021, 2022 AND 2023**

State	Year	Number of Transfers
Alabama	2021	5
	2022	3
	2023	5
Alaska	2021	1
	2022	-1
	2023	0
Arizona	2021	14
	2022	9
	2023	11
Arkansas	2021	1
	2022	6
	2023	2
California	2021	36
	2022	42
	2023	45
Colorado	2021	4
	2022	9
	2023	5
Connecticut	2021	11
	2022	15
	2023	18
Delaware	2021	1
	2022	1
	2023	1
District of Columbia	2021	0
	2022	0
	2023	0

State	Year	Number of Transfers
Florida	2021	37
	2022	32
	2023	33
Georgia	2021	17
	2022	10
	2023	17
Hawaii	2021	3
	2022	3
	2023	10
Idaho	2021	1
	2022	3
	2023	0
Illinois	2021	18
	2022	13
	2023	17
Indiana	2021	9
	2022	9
	2023	11
Iowa	2021	11
	2022	18
	2023	12
Kansas	2021	3
	2022	4
	2023	3
Kentucky	2021	7
	2022	5
	2023	8
Louisiana	2021	5
	2022	5
	2023	5
Maine	2021	6
	2022	5
	2023	4
Maryland	2021	8
	2022	6
	2023	14
Massachusetts	2021	16
	2022	26
	2023	18
Michigan	2021	24
	2022	24
	2023	28
Minnesota	2021	57
	2022	51
	2023	46
Mississippi	2021	0
	2022	3
	2023	1

State	Year	Number of Transfers
Missouri	2021	3
	2022	12
	2023	10
Montana	2021	5
	2022	6
	2023	2
Nebraska	2021	3
	2022	6
	2023	7
Nevada	2021	1
	2022	1
	2023	1
New Hampshire	2021	9
	2022	9
	2023	13
New Jersey	2021	15
	2022	22
	2023	19
New Mexico	2021	0
	2022	0
	2023	1
New York	2021	43
	2022	44
	2023	29
North Carolina	2021	10
	2022	15
	2023	5
North Dakota	2021	2
	2022	1
	2023	0
Ohio	2021	28
	2022	28
	2023	35
Oklahoma	2021	4
	2022	4
	2023	1
Oregon	2021	5
	2022	7
	2023	8
Pennsylvania	2021	29
	2022	35
	2023	20
Rhode Island	2021	2
	2022	2
	2023	6
South Carolina	2021	6
	2022	9
	2023	8

State	Year	Number of Transfers
South Dakota	2021	5
	2022	3
	2023	0
Tennessee	2021	7
	2022	12
	2023	10
Texas	2021	34
	2022	39
	2023	41
Utah	2021	1
	2022	2
	2023	1
Vermont	2021	1
	2022	0
	2023	1
Virginia	2021	12
	2022	13
	2023	16
Washington	2021	22
	2022	18
	2023	19
West Virginia	2021	0
	2022	9
	2023	1
Wisconsin	2021	13
	2022	10
	2023	17
Wyoming	2021	0
	2022	0
	2023	0
TOTALS	2021	555
	2022	610
	2023	584

**NOTES TO TABLE 2:**

1. Table 2 reflects only full franchise transfers and does not include partial franchise transfers or individual client account transfers.
2. Independent Advisors may receive from Ameriprise Financial, a bonus of up to \$20,000 or a referral fee of \$1,500 for each prospective franchisee who they refer to us and who becomes an Ameriprise Financial franchisee. Other employee of Ameriprise, independent contractors, or contractors and employees of franchisees may also receive a bonus or referral fee for each prospective franchisee who they refer to us and who becomes an Ameriprise Financial franchisee.
3. Table 2 includes outlets in AFIG.

**TABLE 3: STATUS OF FRANCHISED OUTLETS FOR YEARS 2021, 2022 AND 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Us	Ceased Operations – Other Reasons	Outlets at End of Year
Alabama	2021	35	1	0	0	0	0	35
	2022	35	1	0	0	0	0	36
	2023	34	0	1	0	0	0	33
Alaska	2021	4	0	0	0	0	0	4
	2022	4	0	1	0	0	0	2
	2023	2	0	0	0	0	0	2
Arizona	2021	60	0	0	0	0	0	60
	2022	61	2	4	0	0	0	59
	2023	57	0	4	0	0	0	53
Arkansas	2021	21	0	1	0	0	0	20
	2022	21	0	2	1	0	0	20
	2023	20	1	1	1	0	0	19
California	2021	361	3	5	0	0	0	259
	2022	354	5	9	0	0	0	350
	2023	338	4	16	0	0	0	326
Colorado	2021	42	0	1	0	0	0	41
	2022	41	1	1	0	0	0	41
	2023	41	0	0	0	0	0	41
Connecticut	2021	86	1	2	0	0	0	85
	2022	87	0	2	0	0	0	85
	2023	77	0	8	0	0	0	69
Delaware	2021	17	0	0	0	0	0	17
	2022	17	0	0	0	0	0	17
	2023	17	0	0	0	0	0	17
District of Columbia	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Florida	2021	243	3	8	0	0	0	238
	2022	243	1	4	0	0	0	240
	2023	231	3	11	0	0	0	223
Georgia	2021	85	0	3	0	0	0	82
	2022	84	0	6	0	0	0	78
	2023	72	1	7	0	0	0	66
Hawaii	2021	44	1	1	0	0	0	44
	2022	44	0	0	0	0	0	44
	2023	46	1	0	0	0	0	47
Idaho	2021	10	0	0	0	0	0	10
	2022	11	1	0	0	0	0	12
	2023	12	0	0	0	0	0	12
Illinois	2021	144	3	3	0	0	0	144
	2022	143	1	2	0	0	0	142
	2023	143	4	4	0	0	0	143
Indiana	2021	75	0	3	0	0	0	72
	2022	75	1	2	0	0	0	74
	2023	80	1	2	1	0	0	78
Iowa	2021	85	1	2	0	0	0	84
	2022	84	2	3	0	0	0	83
	2023	79	0	2	0	0	0	77

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Us	Ceased Operations – Other Reasons	Outlets at End of Year
Kansas	2021	41	0	2	0	0	0	39
	2022	41	0	4	0	0	0	37
	2023	36	0	0	0	0	0	36
Kentucky	2021	40	0	0	0	0	0	40
	2022	40	0	0	0	0	0	40
	2023	39	0	1	0	0	0	38
Louisiana	2021	46	1	0	0	0	0	45
	2022	45	0	1	0	0	0	44
	2023	43	1	2	0	0	0	42
Maine	2021	26	0	1	0	0	0	26
	2022	25	0	1	0	0	0	24
	2023	24	0	0	0	0	0	24
Maryland	2021	95	1	2	0	0	0	94
	2022	98	0	2	0	0	0	96
	2023	93	1	3	0	0	0	91
Massachusetts	2021	183	2	5	0	0	0	180
	2022	183	4	9	0	0	0	178
	2023	172	4	10	0	0	0	166
Michigan	2021	194	2	6	0	0	0	190
	2022	193	2	5	0	0	0	190
	2023	184	6	8	0	0	0	182
Minnesota	2021	264	0	10	0	0	0	254
	2022	265	3	11	0	0	0	255
	2023	239	3	15	0	0	0	227
Mississippi	2021	10	1	0	0	0	0	11
	2022	10	0	0	0	0	0	10
	2023	9	6	1	0	0	0	14
Missouri	2021	49	0	1	0	0	0	48
	2022	51	0	2	0	0	0	49
	2023	47	0	1	0	0	0	49
Montana	2021	13	0	1	0	0	0	12
	2022	13	0	1	0	0	0	12
	2023	12	0	0	0	0	0	12
Nebraska	2021	30	0	0	0	0	0	30
	2022	30	0	2	0	0	0	28
	2023	32	0	0	0	0	0	32
Nevada	2021	20	0	1	0	0	0	19
	2022	20	0	0	0	0	0	20
	2023	20	0	0	0	0	0	20
New Hampshire	2021	47	0	0	0	0	0	47
	2022	46	0	0	0	0	0	46
	2023	44	0	2	0	0	0	42
New Jersey	2021	158	1	0	1	0	0	159
	2022	158	2	3	0	0	0	157
	2023	160	1	6	0	0	0	154
New Mexico	2021	9	0	0	0	0	0	9
	2022	8	2	0	0	0	0	10
	2023	9	0	1	0	0	0	8



State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Us	Ceased Operations – Other Reasons	Outlets at End of Year
New York	2021	265	2	8	0	0	0	259
	2022	258	1	15		0	0	244
	2023	231	0	9	0	0	0	244
North Carolina	2021	91	0	4	0	0	0	86
	2022	92	0		0	0	0	88
	2023	92	2	4	0	0	0	90
North Dakota	2021	15	0	1	0	0	0	14
	2022	15	2	0	0	0	0	17
	2023	16	0	1	0	0	0	17
Ohio	2021	203	2	7	0	0	0	198
	2022	202	2	5	0	0	0	199
	2023	193	2	5	0	0	0	199
Oklahoma	2021	28	0	0	0	0	0	28
	2022	28	0	5	0	0	0	23
	2023	24	1	0	0	0	0	23
Oregon	2021	58	0	2	0	0	0	56
	2022	57	0	3	0	0	0	54
	2023	56	0	0	0	0	0	54
Pennsylvania	2021	222	1	10	0	0	0	213
	2022	221	3	6	0	0	0	218
	2023	214	3	6	0	0	0	218
Rhode Island	2021	31	0	1	0	0	0	30
	2022	31	0	2	0	0	0	29
	2023	25	0	3	0	0	0	29
South Carolina	2021	49	1	0	0	0	0	48
	2022	50	1	1	0	0	0	50
	2023	47	0	4	0	0	0	50
South Dakota	2021	23	0	2	0	0	0	21
	2022	23	0	1	0	0	0	22
	2023	22	1	0	0	0	0	22
Tennessee	2021	74	1	1	0	0	0	74
	2022	74	2	5	1	0	0	72
	2023	66	1	6	0	0	0	72
Texas	2021	246	2	7	0	0	0	241
	2022	246	4	4	0	0	0	246
	2023	244	9	13	0	0	0	246
Utah	2021	23	0	1	0	0	0	22
	2022	23	1	1	0	0	0	23
	2023	22	0	1	0	0	0	23
Vermont	2021	8	0	0	0	0	0	9
	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8
Virginia	2021	120	0	2	0	0	0	119
	2022	119	0	4	0	0	0	115
	2023	108	0	7	0	0	0	115
Washington	2021	90	1	3	0	0	0	88
	2022	93	3	3	0	0	0	93
	2023	88	2	6	0	0	0	93

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Us	Ceased Operations – Other Reasons	Outlets at End of Year
West Virginia	2021	15	0	0	0	0	0	15
	2022	14	0	0	0	0	0	14
	2023	12	0	2	0	0	0	14
Wisconsin	2021	113	3	4	0	0	0	112
	2022	113	1	1	0	0	0	113
	2023	112	4	4	0	0	0	113
Wyoming	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	3	0	1	0	0	0	4
TOTALS	2021	4217	33	110	0	0	0	4221
	2022	4233	49	144	3	0	0	4141
	2023	4133	49	178	1	0	0	4003

**NOTES TO TABLE 3:**

1. Many of the terminations were due to Independent Advisors becoming Associate Financial Advisors of other Independent Advisors.
2. If multiple events occurred that affected an outlet, Table 3 shows the event that occurred last in time.
3. Table 3 includes outlets in AFIG.

**TABLE 4: STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2021, 2022 AND 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
Alabama	2021	15	1	0	0	0	16
	2022	16	1	0	1	0	14
	2023	13	0	0	1	0	12
Alaska	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Arizona	2021	55	4	0	4	2	53
	2022	55	5	0	3	1	57
	2023	60	11	0	5	1	65
Arkansas	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
California	2021	151	12	0	8	2	153
	2022	152	14	0	8	2	156
	2023	158	21	0	7	2	170
Colorado	2021	25	1	0	8	0	18
	2022	25	1	0	3	0	23
	2023	23	3	0	3	0	23
Connecticut	2021	55	6	0	0	1	60
	2022	55	7	0	4	1	55
	2023	50	2	0	3	0	49
Delaware	2021	11	0	0	0	0	12
	2022	11	0	0	0	0	11
	2023	11	0	0	0	0	11
District of Columbia	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Florida	2021	204	18	0	19	4	199
	2022	210	18	0	13	3	200
	2023	199	16	0	11	0	204
Georgia	2021	45	6	0	1	0	50
	2022	47	2	0	4	0	44
	2023	43	3	0	2	0	44
Hawaii	2021	11	0	0	0	0	11
	2022	11	0	0	0	0	11
	2023	13	2	0	0	0	15
Idaho	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Illinois	2021	64	4	0	7	0	61
	2022	67	5	0	4	1	64
	2023	63	4	0	2	2	63
Indiana	2021	14	3	0	0	0	17
	2022	13	0	0	0	0	13
	2023	13	0	0	0	0	13
Iowa	2021	2	0	0	0	0	2
	2022	2	0	0	0	0	2
	2023	3	1	0	0	0	4

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
Kansas	2021	25	0	0	2	0	21
	2022	27	2	0	0	0	29
	2023	26	5	0	2	0	29
Kentucky	2021	8	0	0	2	0	6
	2022	8	0	0	0	0	8
	2023	9	2	0	1	0	10
Louisiana	2021	33	1	0	0	0	34
	2022	31	2	0	3	0	30
	2023	29	1	0	0	0	30
Maine	2021	18	1	0	0	0	19
	2022	17	0	0	2	0	15
	2023	15	1	0	0	0	16
Maryland	2021	21	1	0	4	2	16
	2022	20	0	0	2	5	13
	2023	19	2	0	0	0	21
Massachusetts	2021	67	13	0	10	0	70
	2022	72	4	0	5	4	67
	2023	61	5	0	6	0	60
Michigan	2021	90	4	0	3	2	89
	2022	86	3	0	4	0	85
	2023	79	1	0	2	2	76
Minnesota	2021	38	3	0	3	0	38
	2022	37	4	0	1	1	39
	2023	38	2	0	2	0	38
Mississippi	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Missouri	2021	30	2	0	1	1	30
	2022	28	4	0	1	2	29
	2023	29	4	0	3	0	30
Montana	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Nebraska	2021	11	0	0	0	0	11
	2022	11	1	0	0	0	12
	2023	9	1	0	0	4	6
Nevada	2021	28	5	0	0	0	33
	2022	28	3	0	0	0	31
	2023	31	3	0	0	0	34
New Hampshire	2021	18	0	0	1	0	16
	2022	19	1	0	0	0	20
	2023	20	1	0	0	0	21
New Jersey	2021	92	6	0	3	1	94
	2022	94	6	0	6	6	82
	2023	85	12	0	3	1	93
New Mexico	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
New York	2021	76	10	0	10	1	75
	2022	76	5	0	6	1	74
	2023	68	8	0	8	1	68
North Carolina	2021	40	0	0	3	6	31
	2022	40	2	0	0	1	41
	2023	38	1	0	3	0	36
North Dakota	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Ohio	2021	68	4	0	3	3	66
	2022	68	3	0	4	1	66
	2023	63	4	0	2	2	63
Oklahoma	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Oregon	2021	12	0	0	0	0	12
	2022	12	2	0	1	0	13
	2023	11	0	0	1	0	10
Pennsylvania	2021	34	1	0	3	4	28
	2022	33	1	0	5	0	29
	2023	25	1	0	0	2	24
Rhode Island	2021	10	0	0	2	0	8
	2022	10	0	0	0	0	10
	2023	13	4	0	1	0	16
South Carolina	2021	11	1	0	0	0	12
	2022	11	1	0	1	0	11
	2023	12	1	0	0	0	13
South Dakota	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Tennessee	2021	1	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Texas	2021	148	18	0	9	4	153
	2022	147	14	0	12	2	147
	2023	142	18	0	10	2	148
Utah	2021	19	1	0	0	0	20
	2022	20	1	0	0	0	21
	2023	19	0	0	2	0	17
Vermont	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Virginia	2021	37	2	0	0	0	39
	2022	37	4	0	1	1	39
	2023	34	2	0	1	0	35
Washington	2021	74	8	0	3	0	79
	2022	74	5	0	3	1	75
	2023	76	7	0	4	0	79

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
West Virginia	2021	2	0	0	0	0	2
	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
Wisconsin	2021	24	1	0	0	0	23
	2022	24	0	0	3	0	21
	2023	23	2	0	0	0	25
Wyoming	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
TOTALS	2021	1687	137	0	111	37	1795
	2022	1757	123	0	97	36	1747
	2023	1706	151	0	87	19	1751

**NOTES TO TABLE 4:**

1. Table 4 reflects the number of Employees who sell products and services that are similar to or the same as the Products & Services that you will offer.
2. Table 4 includes outlets in AFIG.

**TABLE 5: PROJECTED OPENINGS AS OF DECEMBER 31, 2023**

State	Franchisee Agreement Signed But Office Not Yet Open <sup>1</sup>	Projected New Franchised Independent Financial Advisor Businesses in 2024	Projected New Offices to be Opened by Us in 2024
Alabama	0	0	0
Alaska	0	0	0
Arizona	0	0	0
Arkansas	0	0	0
California	0	3	4
Colorado	0	1	0
Connecticut	0	0	0
Delaware	0	0	0
District of Columbia	0	1	0
Florida	0	0	4
Georgia	0	1	1
Hawaii	0	1	0
Idaho	0	0	0
Illinois	0	0	0
Indiana	0	0	0
Iowa	0	0	0
Kansas	0	0	1
Kentucky	0	0	0
Louisiana	0	0	0
Maine	0	0	0
Maryland	0	0	0
Massachusetts	0	0	0
Michigan	0	2	2
Minnesota	0	1	
Mississippi	0	0	0
Missouri	0	0	1
Montana	0	0	0
Nebraska	0	0	0
Nevada	0	0	0
New Hampshire	0	0	0
New Jersey	0	1	1
New Mexico	0	0	0
New York	0	0	1
North Carolina	0	0	0
North Dakota	0	0	0
Ohio	0	0	0
Oklahoma	0	1	0
Oregon	0	0	0
Pennsylvania	0	2	1
Rhode Island	0	0	0
South Carolina	0	0	0
South Dakota	0	0	0
Tennessee	0	0	0
Texas	0	2	2
Utah	0	0	0
Vermont	0	0	0

State	Franchisee Agreement Signed But Office Not Yet Open <sup>1</sup>	Projected New Franchised Independent Financial Advisor Businesses in 2024	Projected New Offices to be Opened by Us in 2024
Virginia	0	0	0
Washington	0	0	0
West Virginia	0	0	0
Wisconsin	0	1	1
Wyoming	0	0	0
<b>TOTALS</b>	0	15	17

**NOTES TO TABLE 5:**

1. As of December 31, 2023.



The names, business address(es) and telephone numbers of every Independent Advisor are attached to this disclosure document as Exhibit J. Since Consultants receive a fee for services they provide to Independent Advisors, some Consultants may solicit individuals to join the System.

The names, business address(es) and telephone numbers (or if unknown, the last known home telephone number) of every Independent Advisor who has had an outlet canceled, not renewed, terminated or otherwise involuntarily or voluntarily ceased to do business under the Franchise Agreement during the 2023 fiscal year and those Independent Advisors we have not had communication with during the first 10 weeks of 2024 are attached to this disclosure document as Exhibit K.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the System.

During the last three years, Independent Advisors have signed confidentiality agreements. In some instances, current and former Independent Advisors sign provisions restricting their ability to speak openly about their experience with Ameriprise Financial. You may wish to speak with current and former Independent Advisors but be aware that not all Independent Advisors will be able to communicate with you.

Ameriprise Financial created and sponsors the Ameriprise National Franchisee Advisory Council, a non-incorporated, trademark specific council comprised of Independent Advisor representatives: Ameriprise National Franchisee Advisory Council, 200 Ameriprise Financial Center, Minneapolis, Minnesota 55474, fac@ampf.com.

Ameriprise Financial also created and sponsors the Ameriprise Wealth Management Solutions Advisory Council, a non-incorporated, trademark specific council comprised of Independent Advisor representatives: Ameriprise Wealth Management Solutions Advisory Council, 200 Ameriprise Financial Center, Minneapolis, Minnesota 55474, matt.benson@ampf.com.

## **ITEM 21 FINANCIAL STATEMENTS**

The financial statements listed below are attached to this disclosure document as Exhibit N.

Audited Financial Statements of Ameriprise Financial Services, LLC as of and for the fiscal years ended December 31, 2023, 2022 and 2021 with Reports of Independent Registered Accounting Firm.

## **ITEM 22 CONTRACTS**

The following contracts are attached to this disclosure document in the following order:

1. Independent Advisor Business Franchise Agreement (Exhibit A) (including Addendum 1 (Supervision Agreement), Addendum 2 (Registered Principal Agreement), Addendum 3-T (Employee to Franchise Transitions), Addendum 3-V (Veteran Advisor Recruits), Addendum 4 (Associate Financial Advisor), Addendum 5 (Franchise Consultant Services) and Addendum 6 (Fee Waiver))
2. State Addenda (Exhibit B)
3. Confidentiality Agreement (Exhibit D)
4. Independent Advisor Compliance Certification (Exhibit F)
5. Franchise Consulting Services Agreement (Exhibit G)
6. Promissory Note (Exhibit H)
7. *AdvisorCompass*<sup>®</sup> Software License User's Agreement (Exhibit I)
8. Loan and Security Agreement (Exhibit M)
9. Death and Disability Plan (including General Release) (Exhibit O)

## **ITEM 23 RECEIPT**

Included as the last document of this disclosure document is a receipt to be signed by you.

# EXHIBIT A

## AMERIPRISE FINANCIAL SERVICES, LLC INDEPENDENT ADVISOR BUSINESS FRANCHISE AGREEMENT

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# AMERIPRISE FINANCIAL SERVICES, LLC INDEPENDENT ADVISOR BUSINESS FRANCHISE AGREEMENT

THIS IS AN AGREEMENT, made and entered into on \_\_\_\_\_, 20\_\_\_\_, by and between Ameriprise Financial Services, LLC (“**Ameriprise Financial**” or “**we**”) at its principal place of business at 200 Ameriprise Financial Center, Minneapolis, Minnesota 55474, and \_\_\_\_\_

\_\_\_\_\_ (“**Independent Advisor**”, “**you**” or “**your**”).

## RECITALS

- A. Through its time, skill, effort, and money, Ameriprise Financial has developed a distinctive system that offers, through financial advisors, a variety of financial services to individuals and/or business owners using the Proprietary Marks, confidential information, business techniques, methods and procedures, and sales promotion programs, as Ameriprise Financial periodically modifies (the “**System**”). The financial services include: financial planning; investment advice and consulting services; brokerage services; securities products, including individual securities; and other related Products & Services provided or procured through Ameriprise Financial and/or its affiliates or third parties (collectively, “**Products & Services**”);
- B. The distinguishing characteristics of the System include: the Ameriprise Financial brand; distinctive Products & Services; securities and regulatory compliance; customer service and quality advice, including financial planning; administrative procedures, including consolidated statements; orientation programs; advertising and promotional programs; and direct marketing services, including telemarketing and online services directed to clients; all of which may be changed, improved, and further developed by Ameriprise Financial from time-to-time;
- C. Independent Financial Advisor Businesses are identified by trade names, service marks, trademarks, trade dress, domain names, logos, emblems, and indicia of origin for use in connection with the System, including but not limited to, the “**Ameriprise**” trademark, “**Ameriprise Financial**” logo, and other Ameriprise Financial family of marks (collectively, the “**Proprietary Marks**”) and operate pursuant to the System; and
- D. Independent Advisor desires to contract with Ameriprise Financial to operate a business offering Products & Services under the System, and/or supervisory and consulting services (if applicable, and pursuant to relevant addenda), and using the Proprietary Marks (the “**Independent Financial Advisor Business**”).

NOW THEREFORE, Ameriprise Financial and Independent Advisor hereby agree as follows:

### 1. GRANT.

#### A. Independent Financial Advisor Business.

- (1) Ameriprise Financial grants to Independent Advisor a limited license to use the Proprietary Marks solely in connection with Independent Advisor’s operation of the Independent Financial Advisor Business in accordance with the terms and conditions of this Agreement and only during the term of this Agreement.
- (2) Independent Advisor agrees to operate the Independent Financial Advisor Business only at the location(s) specified in Schedule A (the “**Location**”). Independent Advisor agrees to not relocate the Independent Financial Advisor Business or establish any location without prior written approval by Ameriprise Financial, which approval will not be unreasonably withheld.
- (3) Ameriprise Financial will only compensate an appropriately licensed individual. Accordingly, Independent Advisor agrees to operate the Independent Financial Advisor Business, as described in this Agreement, as an individual business and shall not conduct such business as a corporation, partnership, limited liability company, sub-chapter S company or any other similar organizational structure. This shall not prevent Independent Advisor from operating other approved related businesses, as described in Section 5, under the heading “Use of Premises”, and as set forth in the Manuals.
- (4) Independent Advisor has the right during the term of this Agreement to solicit Clients for Products & Services, as described in this Agreement and as set forth in the Manuals. For purposes of this Agreement, “**Client**” shall mean an individual person or entity that acquires any Products & Services from Ameriprise Financial through Independent Advisor.
- (5) Independent Advisor agrees to comply with requirements of the System as specified by Ameriprise Financial as the System may be supplemented, improved, and otherwise modified from time-to-time by Ameriprise Financial.

## B. Non-Exclusive Agreement.

- (1) Independent Advisor expressly acknowledges and agrees that the Independent Financial Advisor Business is non-exclusive, and that this Agreement does not grant or imply any protected area, territory or clients for the Independent Financial Advisor Business. By way of example, other Independent Advisors, Ameriprise Financial, and its affiliates may or will continue to market, from any location, through various channels, including: employees, agents, dealers, direct marketing, telemarketing, and online services.
- (2) Independent Advisor is not permitted to directly or indirectly sell, offer to sell or provide any of the Products & Services to any Client of Ameriprise Financial, its employees or another Independent Advisor operating under the System unless Independent Advisor has followed the procedures specified in the Manuals.
- (3) Ameriprise Financial and its affiliates reserve the following rights:
  - i. To offer financial products and services, including the Products & Services, directly or indirectly to any client or business (including the Clients), or license others to offer Products & Services under the Proprietary Marks at any location, through other Independent Advisors, employees, direct marketing, telemarketing, online services, third-party marketers and any other distribution method;
  - ii. To own and/or operate, and license others to operate, businesses that offer Products & Services using the System and Proprietary Marks, at any location; and
  - iii. To own and/or operate, and license others to operate, businesses that offer other investment opportunities and financial services and products, whether or not using the Proprietary Marks or other systems, and/or whether such businesses are similar to or different from the Independent Financial Advisor Business, at any location.
- (4) Independent Advisor acknowledges and agrees that Ameriprise Financial and certain of Ameriprise Financial's affiliates and designees (including other Independent Advisors of Ameriprise Financial, Ameriprise Financial employees, third-party dealers, persons associated with such persons, and mail order services) now sell, and will continue to have the right to sell, the Products & Services to Clients located in the same or in close proximity to Independent Advisor's Location; and that Ameriprise Financial and such affiliates and designees shall be direct competitors of Independent Advisor.
- (5) Ameriprise Financial expressly reserves any and all rights not explicitly granted to Independent Advisor by the terms and conditions of this Agreement.

## 2. TERM AND RENEWAL.

- A. Three-Year Term. This Agreement shall be effective upon its execution by Ameriprise Financial and, except as otherwise provided herein, the term of this Agreement shall be three (3) years from the date of execution by Ameriprise Financial.
- B. Renewal. At the expiration of the three (3) year term, the Independent Financial Advisor Business will be renewed for an additional term of three (3) years, subject to Independent Advisor's satisfaction of the following conditions:
  - (1) The location of the Independent Financial Advisor Business under Independent Advisor's control and supervision (the "**Location**") meets reasonable professional standards and the System requirements set forth in the Manuals including those regarding signage and the use of Proprietary Marks;
  - (2) Independent Advisor is not in default of any provision of this Agreement, any other agreement between Ameriprise Financial or its affiliates and Independent Advisor, or any standards applicable to Independent Advisor, as set forth in the Manuals; and Independent Advisor has substantially complied with all terms and conditions of such agreements during the term of this Agreement;
  - (3) Except as otherwise permitted by Ameriprise Financial, Independent Advisor satisfies all monetary obligations owed by Independent Advisor to Ameriprise Financial and its affiliates, and timely meets those obligations throughout the term of this Agreement; and
  - (4) Independent Advisor has, at Ameriprise Financial's option, executed Ameriprise Financial's then-

current form of the Franchise Agreement for such renewal terms as are provided by this Agreement, which shall supersede this Agreement and which may include terms and conditions that differ materially from the terms and conditions of this Agreement.

- C. Terminating the System. In the event of changes in regulatory, market or industry conditions, Ameriprise Financial may decide to terminate or dissolve the System upon ninety (90) days' written notice to Independent Advisor. In the event Ameriprise Financial terminates or dissolves the System, Ameriprise Financial shall make available to Independent Advisor a new form of agreement.

### 3. DUTIES OF AMERIPRISE FINANCIAL.

- A. Compensation. Within thirteen (13) business days of the end of each Accounting Period (defined below), Ameriprise Financial agrees to prepare a statement: (1) containing a summary of Independent Advisor's reported and processed financial activity for Products & Services during such Accounting Period (the "**Commission Statement**"); (2) detailing the Compensation as defined in Section 4 below; and (3) containing certain confidential Client information. With each Commission Statement, Ameriprise Financial agrees to remit Independent Advisor's share of the Compensation. Compensation for Products & Services sold or processed through approved third-party product companies will be reported and processed only after Ameriprise Financial receives proper statements and payments from these companies. Ameriprise Financial will provide Independent Advisor the Commission Statement by providing Independent Advisor with limited access to Ameriprise Financial's computer system for the purpose of downloading the Commission Statement. "**Accounting Period**" means each of the two-week accounting periods in a calendar year, as determined by Ameriprise Financial.
- B. Offering and Servicing the Products & Services. Ameriprise Financial, except as otherwise provided herein, shall offer and provide the Products & Services distributed or offered by Ameriprise Financial and/or its affiliates consistent with the standards set forth in the Manuals. Ameriprise Financial agrees to perform such bookkeeping, processing, and related functions, as described in the Manuals. Ameriprise Financial agrees to process all applications from Clients for the Products & Services. Ameriprise Financial retains the right to reject any application for the Products & Services that does not meet the qualifications, specifications or standards set forth in the Manuals. Ameriprise Financial will also reject any application that is mandated by applicable law, including but not limited to, federal anti-money laundering laws. Ameriprise Financial agrees to provide Clients with consolidated statements, as set forth in the Manuals. Ameriprise Financial agrees to make available to Independent Advisor certain forms, brochures, prospectuses, and sales literature required to process the Independent Financial Advisor Business as part of the Association Fee. Ameriprise Financial will make available to Independent Advisor certain other forms, brochures, and sales literature related to Products & Services for the then-current fee.
- C. Advertising and Promotions. Ameriprise Financial agrees to provide national advertising, as provided/set forth in Section 12 below, as part of the Association Fee (defined in Section 4). Ameriprise Financial may, but is not required to, make available for a fee, corporate office generated leads to Independent Advisors who meet criteria described in the Manuals. Ameriprise Financial may develop promotional programs and sales campaigns for Products & Services, the nature, duration, and geographic scope of which shall be determined by Ameriprise Financial.
- D. Compliance. Ameriprise Financial agrees to provide Firm Element of regulatory compliance training and corporate compliance oversight as part of the Association Fee (defined in Section 4). Ameriprise Financial agrees to conduct, as it deems advisable and consistent with its regulatory and supervisory obligations, inspections of Independent Advisor's operation of the Independent Financial Advisor Business for the purpose of establishing Independent Advisor's compliance with this Agreement and with federal, state, local, and Financial Industry Regulatory Authority ("**FINRA**") (and other self-regulatory organizations) laws, rules, regulations, and requirements, including but not limited to, Ameriprise Financial's policies and procedures as set forth in the Manuals.
- E. Orientation and Training. As described in Section 7 hereof, Ameriprise Financial agrees to: (1) provide an initial orientation program as part of the Initial Fee to Independent Advisor; and (2) offer continuing education programs for a fee, as it deems necessary.
- F. Location. Ameriprise Financial agrees to make available signage specifications to Independent Advisor as part of the Association Fee (as defined in Section 4).
- G. Manuals. Ameriprise Financial agrees to allow Independent Advisor access to the Manuals, as more fully described in Section 9 hereof. The Manuals shall also include, but are not limited to, Ameriprise

Financial's Client Satisfaction Standards, Compliance Manual, and Code of Conduct. In addition, the Manuals set forth standards regarding the use of Proprietary Marks, signage, communications, privacy policies, processing procedures and the Compensation Reference Guide.

- H. Errors and Omissions Coverage. Ameriprise Financial agrees to provide, or arrange for a third party to provide, errors and omissions coverage as described in Section 13 hereof. Independent Advisor must pay Ameriprise Financial, or its designee, such Errors and Omissions Fees as Ameriprise Financial directs, as set forth in the Manuals.
- I. Other Optional Services. Ameriprise Financial may offer optional services to Independent Advisor for a fee, as set forth in the Manuals.
- J. Independent Advisor acknowledges and agrees that any duty or obligation imposed on Ameriprise Financial by this Agreement may be performed by a Registered Principal, any independent contractor, designee, employee, or agent of Ameriprise Financial, as Ameriprise Financial may direct.

#### 4. FEES AND COMPENSATION.

- A. Initial Fee. In consideration of the Independent Financial Advisor Business franchise granted herein, Independent Advisor has paid to Ameriprise Financial an Initial Fee of One Thousand Five Hundred Dollars (\$1,500), receipt of which is hereby acknowledged and which is nonrefundable. Independent Advisor is paying this fee in consideration of administrative and other expenses incurred by Ameriprise Financial in entering into this Agreement.
- B. Association Fee. During each Accounting Period (but not in the third Accounting Period of any month that has three Accounting Periods), Independent Advisor authorizes Ameriprise Financial to deduct the association fee of Two Hundred Ninety Dollars (\$290) for a limited license to use the Ameriprise Financial Proprietary Marks; assistance in obtaining and maintaining required licenses; corporate compliance oversight; fidelity bond coverage; field support; national advertising and promotional materials; signage specifications; certain forms; and accounting and payroll services related to the broker-dealer as set forth in the Manuals ("**Association Fee**"), from the Compensation due to Independent Advisor. During any Accounting Period in which Independent Advisor is not entitled to a portion of the Compensation or Independent Advisor's share of the Compensation is less than the Association Fee, Independent Advisor agrees to promptly pay to Ameriprise Financial the Association Fee as set forth in the Manuals.
- C. Compensation. As long as this Agreement is in effect and Independent Advisor is not in default hereunder or under Additional Supervision (defined below), Ameriprise Financial agrees to: (1) retain a percentage of the Compensation for each Accounting Period as set forth in the Manuals (the "**Compensation Reference Guide**"), (2) pay to Independent Advisor's Franchise Consultant ("**Consultant**") in accordance with the Franchise Consulting Services Agreement ("**Consulting Agreements**") the specified amount of the Compensation for each Accounting Period, (3) pay your Registered Principal the amount specified in the compliance supervision agreement, and (4) pay to Independent Advisor after deducting the Association Fee, any other fees, interest, or other monies due to Ameriprise Financial for Services authorized by Independent Advisor and/or other deductions provided for in this Agreement, the balance of the Compensation for each Accounting Period in accordance with Section 3.

As used in this Agreement, "Compensation" which is further defined in the Manuals, is the compensation from a product sale or service performed as specified in the Compensation Reference Guide, based on what Products & Services the Independent Advisor sells.

- D. Method of Payment. Ameriprise Financial will have the right to make the payments to Independent Advisor due under Section 4 by auto-draft arrangement, electronic funds transfer, or by other means Ameriprise Financial may specify from time-to-time, to a bank account designated by Independent Advisor, in accordance with procedures in the Manuals; provided, however, that if Independent Advisor requests payment under Section 4 in the form of a check, Ameriprise Financial may charge a reasonable fee to Independent Advisor for providing payment via check.
- E. Uncollected Payments. If there are any uncollected payments: (1) for Products & Services that Independent Advisor failed to remit to Ameriprise Financial; (2) an error occurs and Independent Advisor receives an overpayment; (3) a payment has been made to Independent Advisor for any canceled or returned Products & Services; (4) there is a loss, refund or payment due to a settlement or claim related to Products & Services purchased by a Client that Independent Advisor received compensation for; and/or (5) Independent Advisor owes Ameriprise Financial pursuant to Section 21 below, Ameriprise Financial may deduct such amount from the percentage of Compensation due to Independent Advisor in

any Accounting Period following the event. Any negative balance will require repayment upon termination of this Agreement.

- F. Incentive Programs. Ameriprise Financial may offer incentive programs, such as awards and conferences, as set forth in the Manuals.
- G. Disclaimer of Benefits. Independent Advisor acknowledges that the Manuals, including the Compensation Reference Guide contained therein, constitute the complete list of the compensation and benefits owed to Independent Advisor resulting from this Agreement or Independent Advisor's relationship with Ameriprise Financial. Other than as described in Section 4(C), Independent Advisor acknowledges that Independent Advisor has no claim to any other revenue, compensation or benefit plan, program or policy of or sponsored by Ameriprise Financial unless such plan, policy or benefit plan specifically references Independent Advisors in their role as Independent Advisors as an eligible group under such plan, program or policy and Independent Advisor meets all conditions for eligibility set forth in such program.

## 5. ONGOING DUTIES OF INDEPENDENT ADVISOR.

- A. Consistent with the high standards of the System, to increase the demand for Products & Services, and to protect the goodwill of the Proprietary Marks, Independent Advisor agrees:
  - (1) Compliance. To maintain all required licenses, registrations, and regulatory compliance standards consistent with the standards set forth in Section 15 hereof and the Manuals as defined in this Agreement. In addition, Independent Advisor agrees to comply with this Agreement and with all federal, state, local, and FINRA (and other self-regulatory organizations) laws, regulations, requirements, and rules, including but not limited to, those concerning the American Disabilities Act and similar rules governing public accommodations for those with disabilities and employment and labor laws.
  - (2) Client Satisfaction. To maintain client satisfaction standards of at least seventy percent (70%), as set forth in the Manuals.
  - (3) Location and Signage. To maintain, at Independent Advisor's expense, at least one (1) appropriately registered office with the fixtures, furnishings, and equipment necessary to maintain professional standards and protect confidential information for operating the Independent Financial Advisor Business as set forth in the Manuals. Independent Advisor agrees to purchase and install signs as set forth in the Manuals.
  - (4) Products & Services. To offer, provide, and market the Products & Services to Clients.
- B. Use of the Location. Independent Advisor agrees to use the Location to operate the Independent Financial Advisor Business and any other activities for which Independent Advisor has obtained written consent from Ameriprise Financial; and shall refrain from using or permitting the use of the Location for any other purpose at any time without first obtaining written consent from Ameriprise Financial.
- C. Payment of Fees. As set forth in the Manuals, Independent Advisor agrees to promptly pay Ameriprise Financial any and all fees and charges that are due and payable to Ameriprise Financial and its affiliates.
- D. Client Service. As set forth in the Manuals, Independent Advisor agrees to:
  - (1) promptly submit complete and accurate client profiles and applications and/or any other required information for Products & Services and other financial information required by Ameriprise Financial to comply with legal, regulatory, underwriting or Ameriprise Financial's internal processing requirements;
  - (2) promptly forward all payments received from Clients for Products & Services to Ameriprise Financial; and
  - (3) preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; and meet such minimum standards as Ameriprise Financial may establish from time-to-time and as set forth in the Manuals.
- E. Territory. Independent Advisor will operate the Independent Financial Advisor Business at the Location. Independent Advisor will not relocate the registered office or open an additional office of the Independent Financial Advisor Business without prior written approval from Ameriprise Financial. Independent Advisor agrees to be appropriately licensed and registered and to obtain the approval of the person(s) who perform regulatory supervision and oversight for the Independent Advisor to ensure they have the appropriate licenses and have agreed to accept the responsibility before actively seeking prospective



clients and servicing clients.

- F. Computing Environment. Independent Advisor agrees to purchase or lease a computer system that meets the specifications of Ameriprise Financial, including such peripheral devices, equipment, and required maintenance as Ameriprise Financial may specify in the Manuals or otherwise in writing, as reasonably necessary for the efficient management and operation of the Independent Financial Advisor Business and the transmission of data to and from Ameriprise Financial. Ameriprise Financial may specify in the Manuals or otherwise in writing the information that Independent Advisor agrees to collect and maintain on the computer system installed at the Independent Financial Advisor Business to satisfy regulatory and processing requirements, and Independent Advisor agrees to provide to Ameriprise Financial such information as Ameriprise Financial may reasonably request from the data so collected and maintained. Independent Advisor agrees that failure to comply with the computing environment requirements specified in the Manuals [specifications set forth in the] may compromise the security of the computer system, and Ameriprise may elect to disable the computer system. Independent Advisor agrees to permit Ameriprise Financial to access the computer system installed at the Independent Financial Advisor Business for the purpose of obtaining Ameriprise Financial-related information from Independent Advisor's computer system to satisfy regulatory and business processing requirements. Independent Advisor agrees to acquire from Ameriprise Financial or, if any, an approved vendor, a license to use software designated by Ameriprise Financial for the computer system, and to pay a monthly fee for base software and to access information at Ameriprise Financial's corporate office. Independent Advisor understands that some software license fees will be charged in addition to Independent Advisor's Association Fee and base software fee and may not be optional. At the request of Ameriprise Financial, Independent Advisor agrees to obtain upgrades or other modifications to the computer system and software to conform to the specifications of Ameriprise Financial. Independent Advisor agrees to allow Ameriprise Financial access to their computer system at the Independent Financial Advisor Business to automatically update necessary software without express request of Ameriprise Financial. Independent Advisor also agrees to permit Ameriprise Financial to directly or remotely image and inspect the computers, tablets and any other devices that Independent Advisor uses to conduct business with or on behalf of Ameriprise Financial or that Independent Advisor uses to access the Ameriprise computer network. In addition, Independent Advisor agrees that Ameriprise Financial may review, store, and/or reproduce that information and other stored data consistent with its legal or regulatory obligations or its business purposes. Independent Advisor acknowledges and agrees that Independent Advisor is solely responsible for protecting itself from disruptions, internet access failures, internet content failures, and attacks by hackers and/or other unauthorized intruders; Independent Advisor waives any and all claims Independent Advisor may have against Ameriprise Financial as the direct or indirect result of such disruptions, failures and/or attacks.
- G. Approved Products & Services. Independent Advisor agrees to obtain the Products & Services solely from Ameriprise Financial or from suppliers approved by Ameriprise Financial. If Independent Advisor desires to offer products or services other than those already approved in the Manuals, Independent Advisor agrees to submit to Ameriprise Financial a written request to approve the proposed products or services and its supplier, together with such evidence of conformity with Ameriprise Financial's specifications as Ameriprise Financial may reasonably require. Independent Advisor agrees that Ameriprise Financial has the right to require that its representatives be permitted to evaluate the proposed products or services. Ameriprise Financial agrees to, within a reasonable time after its receipt of such request, notify Independent Advisor in writing of its approval or disapproval of the proposed products or services and/or supplier(s). Ameriprise Financial reserves the right to: (1) deny approval of any proposed products or services and/or supplier(s); (2) limit the number of approved products and services and approved suppliers; and/or (3) condition approval of unapproved products and services on Ameriprise Financial being the supplier of such products and services. Independent Advisor agrees to not offer for sale or sell any products or services until Independent Advisor receives Ameriprise Financial's written approval of the proposed products, services and/or supplier(s). Ameriprise Financial may, from time-to-time, revoke its approval of particular Products & Services or suppliers if Ameriprise Financial determines, in its sole discretion, that the Products & Services or suppliers no longer meet the standards of Ameriprise Financial. Upon receipt of written notice of such revocation, Independent Advisor agrees to cease to offer and sell any disapproved Products & Services and/or cease to purchase from any disapproved supplier, although Independent Advisor may be permitted to continue to service such Products & Services.
- H. Use of Proprietary Marks. Independent Advisor agrees to ensure all advertising and promotional

materials, signs, decorations, stationery, business forms, and other items bear the Proprietary Marks in the form, color, location, and manner set forth by Ameriprise Financial. Independent Advisor agrees to use best efforts to uphold the goodwill and reputation of Ameriprise Financial and its affiliates.

- I. Employees and Contractors of Independent Advisor. Independent Advisor agrees to be solely responsible for all employment and/or contracting decisions respecting associate financial advisors, registered staff (paraplanners), and other employees or contractors, and to comply with all state, federal, and local laws and functions of the Independent Financial Advisor Business, including, without limitation, those related to hiring, firing, training, scheduling, wage and hour requirements, compensation, benefits, promotion, record-keeping, supervision, and discipline without any influence or advice from Ameriprise Financial. Independent Advisor's employees and contractors must be competent, conscientious, and properly trained and licensed. In order to meet regulatory obligations, any employee or contractor of Independent Advisor must be approved and, if required, licensed and appointed by Ameriprise Financial. All employees or contractors of Independent Advisor will be asked to complete a third-party privacy agreement. Further, Independent Advisor agrees to have all of his or her employees and/or contractors fingerprinted as further described in the Manuals. Independent Advisor will ensure that its employees or contractors, including Associate Financial Advisors, will adhere to the same policies, procedures, rules and regulations as the Independent Advisor, as required based upon their activities under policy and applicable law.
- J. No Changes Without Consent. Independent Advisor agrees to not implement any material change to the System without the express prior written consent of Ameriprise Financial. Independent Advisor agrees to notify Ameriprise Financial in writing of any material change to the System which Independent Advisor proposes to make, and shall provide to Ameriprise Financial, such information as Ameriprise Financial requests regarding the proposed change. Ameriprise Financial may, but is not obligated to, compensate Independent Advisor for consulting services regarding a material change to the System proposed by Independent Advisor. Independent Advisor acknowledges and agrees that Ameriprise Financial shall have the right to incorporate the proposed material change into the System and shall thereupon obtain all right, title, and interest therein without the obligation to compensate Independent Advisor.
- K. WARRANTIES. AMERIPRISE FINANCIAL AND ITS AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, RESPECTING PRODUCTS, EQUIPMENT (INCLUDING ANY COMPUTER HARDWARE AND SYSTEMS), FIXTURES, FURNISHINGS, SUPPLIES OR OTHER ITEMS THAT ARE MANUFACTURED OR DISTRIBUTED BY THIRD PARTIES AND THAT AMERIPRISE FINANCIAL APPROVES FOR USE IN THE SYSTEM.

## 6. OPENING OF FRANCHISED BUSINESS.

- A. Independent Advisor agrees to equip and furnish the Independent Financial Advisor Business at Independent Advisor's own expense.
- B. Independent Advisor may use the Location only for operation of the Independent Financial Advisor Business and such other authorized activities for which Independent Advisor has obtained written consent or notice from Ameriprise Financial or has provided notice to Ameriprise Financial, as set forth in the Manuals.
- C. Independent Advisor agrees to be responsible for obtaining, at Independent Advisor's expense, all appropriate permits, certificates, licenses, and training, which may be required by FINRA, Ameriprise Financial, and other governmental and regulatory agencies.
- D. Independent Advisor agrees to obtain Ameriprise Financial's written approval prior to opening the Independent Financial Advisor Business, which approval shall not be unreasonably withheld, and Independent Advisor further agrees to open the Independent Financial Advisor Business within sixty (60) days after the date of this Agreement.

## 7. ORIENTATION AND TRAINING.

- A. Independent Advisor represents that Independent Advisor has the requisite experience, skill, and training to operate the Independent Financial Advisor Business in a manner consistent with the high standards of quality of advice and customer service of other Independent Financial Advisor Businesses operating under the System. Prior to opening the Independent Financial Advisor Business, Independent Advisor agrees to complete, to Ameriprise Financial's satisfaction, the initial orientation program for Independent Advisors offered by Ameriprise Financial. Independent Advisor agrees to attend regulatory compliance

seminars or courses as set forth in the Manuals (including the Compliance Policy Manual). Ameriprise Financial reserves the right to require Independent Advisor to complete other compliance and franchise brand seminars. For a fee, Independent Advisor and Independent Advisor's employees or contractors may attend optional courses, seminars, and other training programs offered by Ameriprise Financial.

- B. Ameriprise Financial agrees to offer, as Ameriprise Financial deems appropriate, advanced education programs (“**Advanced Programs**”) that may: (1) relate to certain Products & Services; (2) enable Independent Advisor to offer additional Products & Services; (3) enable Independent Advisor to obtain certificates, licenses, and permits to offer additional Products & Services; (4) satisfy regulatory requirements or direction as evidenced by formal and informal communications; and (5) cover customer service, marketing to Clients, promotion, and other topics related to team leadership and operation of the Independent Financial Advisor Business. Independent Advisor shall not be required to attend such Advanced Programs, except as necessary to satisfy regulatory requirements or direction as evidenced by formal or informal communications. Independent Advisor agrees to pay a fee, if any, specified by Ameriprise Financial to participate in all Advanced Programs.
- C. Initial orientation programs, regulatory compliance programs, and Advanced Programs shall be at such times and places or through other methods, such as computer software or websites, as may be designated by Ameriprise Financial. For the initial orientation program, Ameriprise Financial agrees to provide, at no additional charge to Independent Advisor, instructors and program materials; and Independent Advisor agrees to be responsible for any and all other expenses incurred by Independent Advisor or its employees or contractors in connection with any such program, including, without limitation, the costs of transportation, lodging, meals, and wages.

## 8. PROPRIETARY MARKS.

- A. Ameriprise Financial represents with respect to the Proprietary Marks that Ameriprise Financial has the right to use and to license others to use the Proprietary Marks.
- B. With respect to Independent Advisor's use of the Proprietary Marks:
  - (1) Independent Advisor agrees to use only the Proprietary Marks designated by Ameriprise Financial and shall use them only in the manner authorized and permitted by Ameriprise Financial. If Ameriprise Financial is no longer authorized to use the Proprietary Marks, Independent Advisor will not be able to continue to use the Proprietary Marks. If Independent Advisor has any questions about the use or a proposed use of a Proprietary Mark, Independent Advisor shall contact Ameriprise Financial for direction.
  - (2) Independent Advisor agrees to use the Proprietary Marks only (a) for the operation of the Independent Financial Advisor Business, (b) in connection with Products & Services approved in the Manuals for use in connection with the Proprietary Marks, or (c) in advertising approved by Ameriprise Financial for the Independent Financial Advisor Business.
  - (3) Unless otherwise authorized or required by Ameriprise Financial, Independent Advisor agrees to operate and advertise the Independent Financial Advisor Business only under the Proprietary Marks, and shall use all Proprietary Marks without prefix or suffix in the manner required by Ameriprise Financial.
  - (4) Independent Advisor agrees to identify himself or herself as the owner of the Independent Financial Advisor Business in conjunction with any use of the Proprietary Marks in the manner required by Ameriprise Financial.
  - (5) Independent Advisor's right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of the rights of Ameriprise Financial.
  - (6) Independent Advisor agrees to not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Ameriprise Financial.
  - (7) Independent Advisor agrees to execute any documents deemed necessary by Ameriprise Financial to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.
  - (8) If any application for registration is, or has been, filed in any country by Independent Advisor that relates to any name, mark, or domain name which, in the sole opinion of Ameriprise Financial, is confusingly similar, deceptive or misleading with respect to the Proprietary Marks, Independent

Advisor will immediately abandon any such application or registration or, at Ameriprise Financial's sole discretion, assign it to Ameriprise Financial. Independent Advisor hereby provides Ameriprise Financial with full power of attorney to implement the transfer of the name, mark, or domain name and Independent Advisor agrees to respond within forty-eight hours to all requests from the relevant registrars to implement the transfer. Independent Advisor will reimburse Ameriprise Financial for all costs and expenses of any name, mark, or domain name or other transfer of rights here under, opposition, cancellation, or related legal proceedings, including attorney's fees, instigated by Ameriprise Financial in connection with such application or registration.

- (9) Independent Advisor will not register any domain name containing any Proprietary Mark of Ameriprise Financial or any confusingly similar variants. As solely determined by Ameriprise Financial, if Independent Advisor has registered any such domain name, Independent Advisor, as a condition of this Agreement agrees to assign all right, title and interest in and to such domain name to Ameriprise Financial.
- (10) Independent Advisor will cause the designation “®”, “SM” or “TM”, as appropriate, to appear immediately after, on the upper right of the Proprietary Marks on all advertising and promotional material and will, in addition, cause to appear on all advertising and promotional materials and all forms, invoices, stationery, business cards and other documents and materials of any kind bearing the Proprietary Marks such designations, legend, or markings or notices as may be necessary, or as Ameriprise Financial may require, to give notice of the status of the Proprietary Marks and Ameriprise Financial's rights and interests therein.
- (11) Independent Advisor agrees to promptly notify Ameriprise Financial of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks or any challenge to Ameriprise Financial's ownership of, Ameriprise Financial's right to use and to license others to use or Independent Advisor's right to use the Proprietary Marks. Independent Advisor acknowledges that Ameriprise Financial has the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof. Ameriprise Financial has the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. Ameriprise Financial agrees to defend Independent Advisor against any third-party claim, lawsuit or demand arising out of Independent Advisor's authorized use of the Proprietary Marks in compliance with the terms of this Agreement and the Manuals. Independent Advisor agrees to execute any and all documents and do such acts as may, in the opinion of Ameriprise Financial, be necessary or advisable to maintain and protect the interests of Ameriprise Financial and Independent Advisor in the Proprietary Marks. Except to the extent that such litigation is the result of Independent Advisor's use in a manner inconsistent with the terms of this Agreement, Ameriprise Financial agrees to reimburse Independent Advisor for his or her out-of-pocket costs in doing such acts.

C. Independent Advisor expressly acknowledges and agrees that:

- (1) Ameriprise Financial and/or its affiliates are the owners of all right, title, and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them, and Ameriprise Financial has the right to use and license others to use the Proprietary Marks;
- (2) The Proprietary Marks are valid and serve to identify the System, the Ameriprise Financial distributed Products & Services, and those who are authorized to operate under the System;
- (3) During the term of this Agreement and after its expiration or termination, Independent Advisor agrees not to directly or indirectly contest the validity of, Ameriprise Financial's ownership of or right to use and license others to use, the Proprietary Marks;
- (4) Independent Advisor's use of the Proprietary Marks does not give Independent Advisor any ownership interest or other interest in or to the Proprietary Marks;
- (5) Any and all goodwill arising from Independent Advisor's use of the Proprietary Marks shall inure solely and exclusively to the benefit of Ameriprise Financial, and upon expiration or termination of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with Independent Advisor's use of the System or the Proprietary Marks;
- (6) The license of the Proprietary Marks granted hereunder to Independent Advisor is nonexclusive, and Ameriprise Financial thus has and retains the rights, among others: (a) to use the Proprietary Marks itself in connection with selling products and services (including Products & Services that

Independent Advisor will offer and sell); (b) to grant other licenses for the Proprietary Marks, including to licensees outside of the System; and (c) to develop and establish other systems using the Proprietary Marks, similar proprietary marks, or any other proprietary marks, and to grant licenses thereto without providing any rights therein to Independent Advisor; and

- (7) Ameriprise Financial reserves the right to substitute different proprietary marks for use in identifying the System and the businesses operating thereunder at Ameriprise Financial's sole discretion. In such event, Independent Advisor agrees, at its expense, to comply with such modification or substitution within a reasonable time after notice by Ameriprise Financial.

## 9. MANUALS.

- A. To promote the highest standards of operation under the System, Ameriprise Financial has prepared Confidential Manuals (the "**Manuals**"), to which you will be granted access by a method selected by us, and which include but are not limited to: the Confidential Operations and Compliance Manual; the Compensation Reference Guide (defined below); and bulletins, manuals, policies, and procedures setting forth the minimum standards for the Independent Financial Advisor Business, including Client Satisfaction, communications, Compliance, use of the Proprietary Marks, processing procedures, privacy policies, signage, the Code of Conduct, and the Individual Treatment Policy. We will provide the Manuals to you in a hardcopy, CD-ROM or electronic access or other reasonable method.
- B. To protect the goodwill and reputation of Ameriprise Financial and the System, Independent Advisor agrees to operate the Independent Financial Advisor Business in accordance with the required professional standards set forth in the Manuals.
- C. Independent Advisor agrees to treat the Manuals and any other materials created for or approved for use in operating the Independent Financial Advisor Business, and the information contained therein, as confidential, and shall maintain such information as secret and confidential. Independent Advisor agrees to not copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, or otherwise make the same available to any unauthorized person.
- D. The Manuals shall remain the sole property of Ameriprise Financial and shall be securely stored by Independent Advisor.
- E. Ameriprise Financial may make reasonable interpretations and revise the contents of the Manuals from time-to-time. For business changes to the Manuals, Ameriprise Financial will provide Independent Advisor with reasonable notice. Such revisions may include the introduction of new fees and revisions to any of the fees set forth in the Manuals, this Agreement, or the Franchise Disclosure Document (including the Association Fee). Ameriprise Financial further agrees to provide Independent Advisor with sixty (60) days' written notice of any non-regulatory changes which reduce the GDC (Gross Dealer Concession) Payout Rate as defined in such Manuals. Independent Advisor agrees to comply with the required procedures identified in the revised Manuals. Any notice of revision to the Manuals may be made by revising the Manuals and notifying Independent Advisor of such revisions by any reasonable means, including, but not limited to, electronic access as noted in this section.
- F. Independent Advisor agrees to ensure the Manuals are kept current at all times. In the event of any dispute as to the contents of the Manuals, the terms of the most recently communicated Manuals supersede all previous Manuals.
- G. Any required specifications, standards, and operating procedures exist to comply with regulatory requirements, to protect the System and the Proprietary Marks, and to create a uniform customer experience, and not for the purpose of establishing any control or duty to take over those matters that are reserved to Independent Advisor.

## 10. CONFIDENTIAL INFORMATION.

- A. Independent Advisor has or may have access to Ameriprise Financial confidential information and trade secrets that Independent Advisor agrees has great value to Ameriprise Financial. Independent Advisor agrees that because of such access, Independent Advisor is in a position of trust and confidence with respect to this information. To protect Client confidentiality, Ameriprise Financial goodwill, trade secrets, and other proprietary and confidential business information, Independent Advisor agrees to not, during the term of this Agreement or anytime thereafter, except as permitted under Section 14 regarding transfers of the Independent Financial Advisor Business, communicate, divulge, or use for himself or herself except pursuant to the System, or for the benefit of any other person, association, corporation or

partnership any confidential information or trade secrets, including but not limited to, Client names, addresses, and data and know-how concerning the methods of operation of the System and the business franchised hereunder that may be communicated to Independent Advisor or of which Independent Advisor may be apprised by virtue of Independent Advisor's operation under the terms of this Agreement. Independent Advisor also shall not reveal any information about potential clients to whom a presentation has been made by any Independent Advisor who might reasonably be expected to do business with Ameriprise Financial. Independent Advisor agrees to divulge such confidential information only to such of his or her employees as must have access to it in order to operate the Independent Financial Advisor Business. Except as otherwise permitted in Section 19, Independent Advisor agrees that, without limitation, Client names, addresses, data and other personal and financial information contained and recorded in Client records are confidential and the property of Ameriprise Financial. Confidential information, includes but is not limited to: compilations and lists of such Client information even if such compilations or lists were the result of substantial effort, time, and/or money expended pursuant to the System. Independent Advisor further agrees to use this confidential information only in furtherance of this Agreement or in accordance with the Manuals and for no other purpose. Confidential information does not include information which is generally known outside of Ameriprise Financial other than as a result of a disclosure by Independent Advisor, Independent Advisor's agents or representatives, or any other person or entity in breach of any contractual, legal or fiduciary obligation of confidentiality to Ameriprise Financial or to any other person or entity with respect to such information.

- B. At Ameriprise Financial's request, Independent Advisor agrees to require any personnel having access to any confidential information of Ameriprise Financial or information about Clients or potential clients to execute covenants that they will maintain the confidentiality of information they receive in connection with their employment by or association with Independent Advisor in the Independent Financial Advisor Business. Such covenants shall be in a form satisfactory to Ameriprise Financial, including, without limitation, specific identification of Ameriprise Financial as a third-party beneficiary of such covenants with the independent right to enforce them.
- C. Independent Advisor understands and agrees that it will come into possession of certain of Ameriprise Financial's trade secrets concerning the manner in which Ameriprise Financial conducts business, including, without limitation: methods of doing business or business processes; strategic business plans; Client information and Client lists; marketing and promotional campaigns; and any other materials clearly marked or labeled as trade secrets. Independent Advisor agrees that the forgoing information, which may or may not be considered "trade secrets" under prevailing judicial interpretations or statutes, is confidential and/or private, valuable, and constitutes trade secrets belonging to Ameriprise Financial. Independent Advisor agrees that Ameriprise Financial derives independent economic value from the forgoing information not being generally known to, and not being readily ascertainable through proper means by another person. Independent Advisor agrees to take reasonable measures, as Ameriprise Financial may described further in the Manuals, to keep such information secret. Upon termination of this Agreement, Independent Advisor will not use, sell, teach, train, or disseminate in any manner to any other person, firm, corporation, or association any trade secret pertaining to Ameriprise Financial's business and/or the manner in which it is conducted.

## 11. ACCOUNTING AND RECORDS.

- A. Independent Advisor agrees to record all transactions on a computer system that meets the specifications of Ameriprise Financial, or on any other equipment specified by Ameriprise Financial in the Manuals or otherwise in writing. Independent Advisor agrees to prepare and shall preserve for the time period required by the Ameriprise Record Retention Schedule their preparation, complete and accurate books, records, and accounts in accordance with the Manuals, including but not limited to, the Operations and Compliance Manuals, as defined in this Agreement.
- B. Independent Advisor agrees to, at Independent Advisor's expense, submit to Ameriprise Financial, in the form prescribed by Ameriprise Financial, such reports, forms, records, information, and data as Ameriprise Financial may require to comply with regulatory requirements or to respond to a Client complaint or lawsuit.
- C. All original and copies of records, in any format, containing Client lists and/or information and transactions belong to Ameriprise Financial and must be returned to Ameriprise Financial upon termination or expiration of this Agreement, unless Independent Advisor transfers the Independent Financial Advisor Business as provided in Section 14. In order to permit Ameriprise Financial to fulfill its regulatory

requirements, Ameriprise Financial and its designated agents shall have the right at all reasonable times, with or without notice to Independent Advisor, to examine and copy any books and records, including computerized books and records related to the Independent Financial Advisor Business.

## 12. ADVERTISING AND PROMOTION.

### A. Ameriprise Financial Advertising Fund.

- (1) Recognizing the value of advertising and promotion to Ameriprise Financial and the Independent Financial Advisor Business and the importance of coordinated advertising and promotional programs in furtherance of the goodwill and public image of the System, the Parties agree as follows:
  - i. Ameriprise Financial has the right, but not the obligation, to establish the System's advertising fund (the "Fund"). Part of the Association Fee paid by Independent Advisors may be used for this Fund.
  - ii. If established, the Fund shall be maintained and administered by Ameriprise Financial, as follows:
    - a) Ameriprise Financial agrees to direct all programs conducted through the Fund, with sole discretion over the concepts, materials, and media used in such programs and the allocation and placement thereof. Independent Advisor acknowledges and agrees that the Fund is intended to maximize general promotion of the Proprietary Marks and the Products & Services; and that Ameriprise Financial is not obligated, in administering the Fund, to make expenditures for Independent Advisor which are equivalent or proportionate to Independent Advisor's contribution or to ensure that any particular advisor benefits directly or pro rata from expenditures by the Fund.
    - b) The Fund, all contributions thereto, and any earnings thereon shall be used exclusively to promote the Proprietary Marks and the Products & Services, including to meet the costs of preparing, directing, conducting, and administering advertising, marketing, public relations, and/or promotional materials and programs, reasonable costs of administering the Fund (including the cost of employing advertising, public relations, and other third party agencies; accounting expenses; and the actual costs of salaries and fringe benefits paid to Ameriprise Financial's employees engaged in administration of the Fund), and any other activities which Ameriprise Financial believes will enhance the image of the System, including the costs of preparing and conducting media advertising campaigns; direct mail advertising; marketing surveys; employing advertising and/or public relations agencies to assist therein; purchasing promotional items; conducting and administering in office promotions; and providing promotional and other marketing materials and services to the businesses operating under the System.

### B. Regional/Local Advertising Campaigns.

- (1) Ameriprise Financial may designate any geographical area for purposes of establishing a regional or local advertising and promotional campaign ("**Campaign**") and to determine whether a Campaign is applicable to the Independent Financial Advisor Business. If a Campaign has been established and is applicable to the Independent Financial Advisor Business, at Independent Advisor's option and expense, Independent Advisor may become a member of such Campaign. The following provisions shall apply to each Campaign.
  - i. Each Campaign shall be coordinated by Ameriprise Financial or Ameriprise Financial's designees (such as Ameriprise Financial's Regional Vice Presidents), and shall commence operation on a date approved in advance by Ameriprise Financial in writing.
  - ii. Each Campaign shall be established and organized for the exclusive purpose of administering regional or local advertising programs and developing, subject to Ameriprise Financial's approval, standardized advertising materials for use by the members in local advertising.
  - iii. No advertising or promotional materials or plans may be used by a Campaign or furnished to its members without the prior approval of Ameriprise Financial to conform to regulatory requirements and to protect the value of the Proprietary Marks. All such plans and materials

shall be submitted to Ameriprise Financial in accordance with the procedure set forth in this Section.

- iv. Each Independent Advisor who is a member of the Campaign agrees to submit to the Campaign, his or her contribution together with such other reports or statements as may be required by Ameriprise Financial or by the Campaign.
- v. Only Independent Advisors who are members of the Campaign will receive leads resulting from the Campaign.

C. Independent Advisor Advertising.

- (1) All advertising and promotion by Independent Advisor shall be in such media, of such type, and format as Ameriprise Financial may approve, shall be conducted in a dignified manner, and shall conform to such standards and requirements as Ameriprise Financial may specify to conform to regulatory requirements and to protect the value of the Proprietary Marks. Independent Advisor agrees to not use any advertising or promotional plans or materials unless and until Independent Advisor has received written approval from Ameriprise Financial, pursuant to the procedures and terms set forth in this Section or in the Manuals. Independent Advisor agrees to submit samples of all advertising and promotional plans and materials to Ameriprise Financial, for Ameriprise Financial's prior approval if such plans and materials have not been prepared or previously approved by Ameriprise Financial within the prior one-year period. Independent Advisor agrees to not use such plans or materials until they have been approved in writing by Ameriprise Financial.
- (2) Ameriprise Financial may make available to Independent Advisor, at Independent Advisor's expense, preapproved advertising plans and promotional materials, including newspaper mats, merchandising materials, sales aids, point of purchase materials, special promotions, direct mail materials, and similar advertising and promotional materials. Ameriprise Financial may derive revenue on making available such advertising and promotional materials to Independent Advisors.
- (3) If Independent Advisor has the appropriate licenses and satisfies all regulatory requirements, Independent Advisor may obtain listings for the Independent Financial Advisor Business in telephone directories. The content and appearance of any telephone listing shall conform to Ameriprise Financial's pre-approved format, to conform to regulatory requirements and to protect the value of the Proprietary Marks.
- (4) If Ameriprise Financial believes that any advertising or promotional materials may cause a conflict with protecting the value of the Proprietary Marks, Independent Advisor must cease the use of such advertising or promotional materials or amend to meet Ameriprise Financial standards. Ameriprise Financial has final approval authority over the materials.

D. Websites. Independent Advisor specifically acknowledges and agrees that all websites and internet advertising, including any revisions, must be approved in advance by, and must be in a format designed by, Ameriprise Financial.

13. ERRORS AND OMISSIONS AND OTHER INSURANCE PROGRAMS.

A. Errors and Omissions. During the term of this Agreement, Independent Advisor agrees to participate in Ameriprise Financial's Errors and Omissions Program protecting Independent Advisor, Ameriprise Financial, Ameriprise Financial's affiliates, and their respective officers, directors, employees, partners, and agents against demands or claims arising or occurring in connection with the Independent Financial Advisor Business as a result of errors or omissions, as defined in the Manuals. Such program may be provided by Ameriprise Financial or at Ameriprise Financial's sole discretion, written by a carrier or carriers approved by Ameriprise Financial, shall name Ameriprise Financial and Ameriprise Financial's affiliates as additional parties as specified by Ameriprise Financial, and shall provide at least the types and minimum amounts of coverages specified in the Manuals. Independent Advisor agrees to pay any fees required to participate in the Errors and Omissions program which will be deducted from the portion of Compensation due to the Independent Advisor. The fees for the Errors and Omissions coverage per Independent Advisor will vary depending on (1) the amount of coverage chosen and (2) the number of Associate Financial Advisors employed or contracted by Independent Advisor.

B. Other Insurance. Ameriprise Financial recommends that Independent Advisor procure, prior to



commencement of any operations under this Agreement, and maintain in full force and effect at all times during the term of this Agreement, at Independent Advisor's expense, an insurance policy or policies protecting Independent Advisor against any demand or claim with respect to personal injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with the Independent Financial Advisor Business, including, but not limited to, comprehensive general liability insurance, property insurance, automobile liability, workers compensation or employment practice liability insurance, if applicable. For good risk management purposes, Ameriprise Financial recommends that any insurance policy or policies procured by Independent Advisor with respect to the Independent Financial Advisor Business, also protect Ameriprise Financial, Ameriprise Financial's affiliates, and their respective officers, directors, employees, partners, and agents. Independent Advisor acknowledges and agrees to indemnify Ameriprise Financial as provided in Section 21 hereof.

#### 14. SUCCESSION PLANNING.

- A. Ameriprise Financial Transfer. Ameriprise Financial shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity, provided that any designated assignee of Ameriprise Financial will agree to become solely responsible for all obligations of Ameriprise Financial under this Agreement from the date of assignment. Independent Advisor agrees to execute such documents of acknowledgment or otherwise as Ameriprise Financial shall request.
- B. Independent Advisor Transfer with Ameriprise Financial Consent. Independent Advisor understands and acknowledges that the rights and duties set forth in this Agreement are personal to Independent Advisor, and that Ameriprise Financial has granted this franchise in reliance on Independent Advisor's business skill, financial capacity, and personal character. Accordingly, neither Independent Advisor nor any immediate or remote successor to any part of Independent Advisor's interest in this Agreement or in the Independent Financial Advisor Business shall sell, assign, transfer, convey, pledge, encumber, merge, or give away (collectively, "**transfer**") any direct or indirect interest in this Agreement or in all or any portion of the assets of the Independent Financial Advisor Business without the prior written consent of Ameriprise Financial. Any purported assignment or transfer not having the written consent of Ameriprise Financial required by this Section 14 shall be null and void and shall constitute a material breach of this Agreement, for which Ameriprise Financial may immediately terminate without opportunity to cure pursuant to Section 17 of this Agreement.
- C. Conditions for Consent of Transfer. Independent Advisor agrees to notify Ameriprise Financial in writing of any proposed transfer of any direct or indirect interest in this Agreement, in all or any portion of the assets of the Independent Financial Advisor Business, or in any client accounts at least thirty (30) days prior to such transfer is proposed to take place, as set forth the Manuals. Independent Advisor agrees to provide Ameriprise Financial with such documentation and information relating to the offer as Ameriprise Financial may require. Ameriprise Financial may withhold its consent of any transfer: (1) if the transferee is not eligible to enter into a Franchise Agreement; (2) if the proposed transfer is to a corporation, limited liability company or partnership; or (3) for any other reasonable reason. Moreover, without limiting the preceding, upon a transfer, Ameriprise Financial requires all of the following as conditions of its approval:
- (1) That all of Independent Advisor's accrued monetary obligations and all other outstanding obligations to Ameriprise Financial and its affiliates related to the Independent Financial Advisor Business have been resolved to Ameriprise Financial's satisfaction.
  - (2) That Independent Advisor is not in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Independent Advisor and Ameriprise Financial or its affiliates.
  - (3) That Independent Advisor agrees to have executed a general release, in a form satisfactory to Ameriprise Financial, of any and all claims against Ameriprise Financial and its affiliates, and their respective officers, directors, shareholders, and employees as more fully described in the Manuals.
  - (4) That: (a) if the transferee is not an Independent Advisor under the System, the transferee execute, for a term ending on the expiration date of this Agreement and with such renewal term(s) as may be provided by this Agreement, the then-current form of Franchise Agreement and other ancillary agreements, including the applicable Addendum No. 3, as Ameriprise Financial may require for the Independent Financial Advisor Business, which agreements shall supersede this Agreement

in all respects; or (b), if the transferee is an Independent Advisor under the System, the transferee enter into a written assignment, in a form satisfactory to Ameriprise Financial, assuming and agreeing to discharge all of Independent Advisor's obligations under the terms of the transferee's existing franchise agreement with Ameriprise Financial.

- (5) That the transferee demonstrates to Ameriprise Financial's satisfaction that transferee has all appropriate permits, certificates, licenses, and training which may be required by Ameriprise Financial, FINRA, and governmental and regulatory agencies; be in compliance with the minimum requirements to be in good standing with this Agreement as set forth in Section 5 and has adequate resources, both financial and operational, and capital to operate the Independent Financial Advisor Business.
- (6) That Independent Advisor remain liable for all of the obligations to Ameriprise Financial in connection with the Independent Financial Advisor Business which arose prior to the effective date of the transfer and execute any and all instruments reasonably requested by Ameriprise Financial to evidence such liability.
- (7) That the transferee, as part of the Initial Fee, complete any orientation programs then in effect for Independent Advisors upon such terms and conditions as Ameriprise Financial may reasonably require.
- (8) That the transferee agree to reasonable conditions as specified by Ameriprise Financial in the Manuals, or otherwise in writing, in recognition of Ameriprise Financial's waiver of its right of first refusal, pursuant to Section 14(F) below.
- (9) That the transfer is in good faith.
- (10) That Independent Advisor pay a transfer fee as fully described in the Manuals, at Ameriprise Financial's request, to reimburse Ameriprise Financial for administration of reassigning clients. A transfer fee may also be required should Independent Advisor relinquish clients to Ameriprise Financial.

Ameriprise Financial may expand upon and provide more details related to the conditions for transfer and Ameriprise Financial's consent as described in this Section 14(C), and may do so in the Manuals, or otherwise in writing.

- D. Ameriprise Financial Termination of Franchise Agreement for Cause. If this Agreement is terminated for reasons outlined in Section 17 hereof, with the exception of paragraphs B. (4) and/or (17), or abandonment of practice, Ameriprise Financial will honor any agreement with another Independent Advisor that is consistent with Ameriprise Financial's succession planning policies.
- E. Ameriprise Financial Approval at Time of Succession Planning Agreement and Transfer. If Independent Advisor has entered into a succession planning agreement with the transferee, Ameriprise Financial has the right to review the transferee under the conditions of Section 5 and Section 14 of this Agreement both at the time the succession planning agreement was entered into, at the time of the proposed transfer, and at the time of any subsequent amendments, whether oral or written. If Independent Advisor participates in any special optional programs, additional transfer requirements may apply as further described in the Manuals.
- F. Ameriprise Financial's Right to Purchase. If less than ninety (90) days prior to any proposed transfer, Independent Advisor has entered into a succession planning agreement with a transferee, Ameriprise Financial shall have the right and option to purchase the Independent Financial Advisor Business on the same terms and conditions as described in the succession planning agreement at any time up to the date of transfer.

If ninety (90) days or more prior to the proposed transfer, Independent Advisor has entered into a succession planning agreement with a transferee:

- (1) Ameriprise Financial shall have the option and right, exercisable within thirty (30) days of Ameriprise Financial's receipt of an executed succession planning agreement, to purchase the Independent Financial Advisor Business on the same terms and conditions as described in the succession planning agreement.
- (2) If Ameriprise Financial has not exercised the opportunity to buy or right of first refusal, as described in this Section 14, Ameriprise Financial agrees to not have a right or option to purchase the Independent Financial Advisor Business at the time of the proposed transfer. If Ameriprise

Financial elects not to purchase the Independent Financial Advisor Business, any material change thereafter in the terms of the offer from a transferee shall constitute a new offer subject to the same rights of first refusal by Ameriprise Financial as in the case of the transferee's initial offer. Failure of Ameriprise Financial to exercise the option afforded by this Section 14 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 14 with respect to a proposed transfer.

- (3) If, upon Ameriprise Financial's offer to purchase the Independent Financial Advisor Business on similar terms and conditions, Independent Advisor chooses not to sell to Ameriprise Financial, Independent Advisor has the right to withdraw the offer to enter into a succession planning agreement and continue operating the Independent Financial Advisor Business.

G. Ameriprise Financial's Purchase of Independent Financial Advisor Business. If Ameriprise Financial elects to purchase the Independent Financial Advisor Business pursuant to Section 14(F) hereof, closing on such purchase shall occur within thirty (30) days with a specified transfer date from the date of notice to the seller of the election to purchase by Ameriprise Financial. In the event the consideration, terms, and/or conditions offered by a transferee are such that Ameriprise Financial may not reasonably be required to furnish the same consideration, terms, and/or conditions, then Ameriprise Financial may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within thirty (30) days on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the transferee, an independent appraiser shall be designated and mutually agreed upon by Ameriprise Financial and Independent Advisor, at Ameriprise Financial's expense, and the appraiser's determination shall be binding.

H. Transfer upon Death, Mental or Physical Incapacity. Ameriprise Financial encourages Independent Advisor, for a variety of business reasons, including anticipation of death, mental or physical incapacity, to execute an agreement with another Independent Advisor, consistent with the succession planning policies in this Section 14. The Independent Financial Advisor Business will immediately transfer to the designated Independent Advisor, upon the death, mental or physical incapacity of Independent Advisor, provided the transferee is still meeting the requirements in Sections 5 and 14 at the time of the transfer. Such transfers, including but not limited to, transfers by devise or inheritance, shall be subject to the same conditions as any inter vivos transfer. In the event an agreement does not exist, Ameriprise Financial, for a management fee, will manage the Independent Financial Advisor Business for up to ninety (90) days from the death, mental or physical incapacity of Independent Advisor, until the Independent Advisor, executor, or other personal representative can find a buyer for Ameriprise Financial to review. Independent Advisor agrees and understands the Clients of Independent Advisor may be reassigned to other advisors to receive service during this ninety-day period. The management fee (further described in the Compensation Reference Guide) equals all the compensation, including but not limited to trailing compensation and service fees, generated from the Independent Financial Advisor Business while a buyer is being located and approved. The estate is responsible for all expenses relating to the Independent Financial Advisor Business during this time. If the Independent Financial Advisor Business is not disposed of within ninety (90) days after such death, mental or physical incapacity, Ameriprise Financial may terminate this Agreement, pursuant to Section 17 hereof.

I. No Waiver of Claims upon Transfer. Ameriprise Financial's consent to a transfer of any interest in this Agreement or in all or any portion of the assets of the Independent Financial Advisor Business, or any client accounts shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Ameriprise Financial's right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

J. No Security Interest without Ameriprise Financial Consent. Independent Advisor agrees to not grant a security interest in the Independent Financial Advisor Business or in any of the assets of the Independent Financial Advisor Business, without the prior written consent of Ameriprise Financial.

## 15. COMPLIANCE AND INSPECTIONS.

A. Independent Advisor agrees to comply with the required policies and procedures set forth in the Manuals as defined herein and the Individual Treatment Policy. Compliance with all applicable laws and regulations, and such policies and procedures are required to ensure that Ameriprise Financial and Independent Advisor are in good standing with the regulators. Independent Advisor agrees to timely obtain and maintain all licenses and registrations with Ameriprise Financial necessary for the full and proper conduct of the Independent Financial Advisor Business and the offering of Products & Services,

including any required FINRA, state securities and/or insurance licenses, licenses to do business, state investment adviser registrations, sales tax permits, and/or clearances. Independent Advisor understands the lack of a license or registration may prevent the Independent Advisor from conducting business and receiving compensation. Independent Advisor is an associated person of Ameriprise Financial and agrees to be supervised for regulatory compliance purposes by the Registered Principal as described in the Manuals. To ensure a high level of regulatory compliance, Independent Advisor agrees to promptly respond to requests for information from, and to provide original records and documents to, Registered Principals and Ameriprise Financial employees and agents, including Senior Regional Risk Managers and Regional Registered Principals, upon demand.

- B. Independent Advisor agrees to immediately notify Ameriprise Financial of the occurrence of any of the following events: (1) inspection, investigation, notice, request or citation of Independent Advisor or the Independent Financial Advisor Business by FINRA, the Securities and Exchange Commission (“SEC”), state securities regulators, state insurance commissioners or any other governmental or regulatory agencies; (2) suspension of any license or registration related to the Independent Financial Advisor Business or the sale of any Products or Services; (3) alleged violation of any federal, state, local, or FINRA laws or regulations related to Products or Services, or to the Independent Financial Advisor Business; (4) action, suit, disciplinary proceeding or other proceeding, and/or the issuance of any fine, sanction, order, writ, injunction, award, judgment, or decree of FINRA or any court, regulator, agency, or other governmental instrumentality, against Independent Advisor or which may adversely affect Independent Advisor or the operation or financial condition of the Independent Financial Advisor Business; or (5) Client complaints.
- C. Independent Advisor agrees to permit Ameriprise Financial, the Registered Principals, Senior Regional Risk Managers, Regional Registered Principals, Ameriprise Financial’s agents and employees, and governmental and regulatory agencies required to have access by law (collectively, the “**Inspectors**”) to enter upon the Premises at any time, with or without notice to Independent Advisor, during normal business hours for the purpose of conducting inspections to confirm compliance with the terms of this Agreement, the Manuals and applicable rules and regulations; shall cooperate with Inspectors in such inspections by rendering such assistance as they may reasonably request, including providing access to all originals and copies of books and records, including electronic books and records; and, upon notice from Inspectors, and without limiting Ameriprise Financial’s other rights under this Agreement, shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection within a reasonable time as determined by Ameriprise Financial. Independent Advisor understands that all such books and records are the property of Ameriprise Financial, not Independent Advisor, and that all such books and records, including all copies and electronic files, shall be given to Ameriprise Financial upon the termination of this Agreement.
- D. In accordance with FINRA requirements, Ameriprise Financial agrees to investigate and resolve complaints and compliance issues involving Independent Advisor. Ameriprise Financial agrees to provide Independent Advisor with an opportunity to respond to complaints and supply documentation, but Ameriprise Financial maintains the right to settle these issues. Independent Advisor will have access to an internal appeals process should a dispute on the resolution of a case occur. Ameriprise Financial may assess applicable settlement costs, subject to whatever offsets, if any, are afforded Independent Advisor by the Ameriprise Financial errors and omissions program, and fines against Independent Advisor for failure to comply with regulatory requirements and company policies as set forth in the Manuals. These costs and fines may be deducted directly from Independent Advisor’s Compensation or any amounts otherwise due to Independent Advisor by Ameriprise Financial; however, Ameriprise Financial agrees to allow either or both to be paid directly to Ameriprise Financial should the Independent Advisor so choose.

## 16. ADDITIONAL SUPERVISION.

- A. Ameriprise Financial, at its sole discretion, may apply additional supervision to Independent Advisor for a period of time and place certain restrictions on Independent Advisor and/or the Independent Financial Advisor Business. Restrictions may include, but are not limited to: (1) terminating some of Independent Advisor’s rights to offer Products & Services; (2) suspending or placing restrictions on Independent Advisor’s rights to operate the Independent Financial Advisor Business and/or offer Products & Services; (3) requiring Independent Advisor to obtain additional training; (4) imposing heightened supervision of Independent Advisor and the Independent Financial Advisor Business; (5) reducing the payout to which Independent Advisor would otherwise be entitled; (6) stopping all payments to Independent Advisor

during any suspension and reassign Clients of Independent Advisor to another Independent Advisor or Ameriprise Financial who shall receive all compensation including, but not limited to: commission, loads, asset management fees, trailing compensation, and service fees to which Independent Advisor would have been eligible; (7) deeming Independent Advisor ineligible to earn or receive special designation, incentive and recognition awards, and trips; and (8) such other requirements that Ameriprise Financial may require, effective immediately upon the provision of notice to Independent Advisor (in the manner provided under Section 23 hereof).

- B. Upon notice from Ameriprise Financial that Independent Advisor has been placed on additional supervision, Independent Advisor agrees to immediately comply with the terms of such supervision. Independent Advisor's failure to comply with the additional supervision terms shall be deemed a default under the "Immediate Termination" provision of Section 17 hereof.

## 17. DEFAULT AND TERMINATION.

- A. Termination by Independent Advisor. Independent Advisor may terminate this Agreement upon fourteen (14) days' written notice to Ameriprise Financial in the manner provided in Section 23 hereof and, if applicable, Addendum No. 3 hereto. The fourteen-day period shall begin on the day the written notice is received by Ameriprise Financial and continue through and include the fourteenth day thereafter. The termination shall take effect on the date specified in the notice or as directed by Ameriprise Financial.
- B. Immediate Termination with Cause. Upon the occurrence of any of the following events of default, Ameriprise Financial may, at its option, terminate this Agreement and all rights granted hereunder, which events shall constitute good cause to the extent permitted by law, without affording Independent Advisor any opportunity to cure the default, effective immediately upon the provision of notice to Independent Advisor (in the manner provided under Section 23 hereof). In the event Ameriprise Financial believes any law may prohibit the immediate termination of this Agreement, Ameriprise Financial may immediately suspend Independent Advisor who shall remain suspended until such time as Ameriprise Financial either terminates this Agreement or ends the suspension. Any Independent Advisor who is suspended must temporarily cease operations, although such Independent Advisor will receive compensation that Independent Advisor is entitled as set forth in the Manuals at the time the suspension is lifted:
- (1) If Independent Advisor fails to locate an approved site or to open the Independent Financial Advisor Business within the time limits provided in Section 6 hereof;
  - (2) If Independent Advisor fails to complete the initial orientation program described in Section 7 hereof to Ameriprise Financial's satisfaction;
  - (3) If Independent Advisor, at any time, ceases to operate or otherwise abandons the Independent Financial Advisor Business, enters into an unauthorized agency agreement with a competitor or imminently plans to do so or otherwise forfeits the right to do or transact business in the jurisdiction where the Independent Financial Advisor Business is located. However, if, through no fault of Independent Advisor, the Location is damaged or destroyed by an event such that repairs or reconstruction cannot be completed within sixty (60) days thereafter or Independent Advisor loses the right of possession of the Location, then Independent Advisor agrees to have sixty (60) days after such event in which to apply for Ameriprise Financial's approval to relocate the Independent Financial Advisor Business, which approval shall not be unreasonably withheld;
  - (4) If Independent Advisor is charged with, pleads nolo contendere to or is convicted of a felony, becomes subject to statutory disqualification by FINRA, or is convicted of a crime involving moral turpitude or dishonesty or any other crime or offense that Ameriprise Financial believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or Ameriprise Financial's interest therein, or if Ameriprise Financial has reasonable proof that Independent Advisor has engaged in any of the above conduct;
  - (5) If Independent Advisor fails to obtain or loses any appropriate licenses which may be required by Ameriprise Financial, the SEC, FINRA, and governmental and regulatory agencies to operate the Independent Financial Advisor Business or offer Products & Services;
  - (6) If any purported assignment or transfer of any direct or indirect interest in this Agreement or in all or any portion of all of the assets of the Independent Financial Advisor Business, or any client accounts, is made to any transferee without Ameriprise Financial's prior written consent, contrary to the terms of Section 14 hereof;

- (7) If an approved transfer is not effected within the time provided following death, mental or physical incapacity, as required by Section 14 hereof;
- (8) If Independent Advisor fails to comply with the covenants in Section 19 hereof or fails to obtain execution of the covenants required under Sections 10 or 19 hereof;
- (9) If, contrary to the terms of Sections 9 or 10 hereof, Independent Advisor discloses or divulges the contents of the Manuals or other confidential information provided to Independent Advisor by Ameriprise Financial;
- (10) If Independent Advisor knowingly maintains false books and/or records or submits any false reports to Ameriprise Financial;
- (11) If Independent Advisor is involved in misappropriating monies, fails to timely transmit Client funds or securities to Ameriprise Financial, engages in unauthorized activities or violates the policies or procedures set forth in the Manuals and/or the Individual Treatment Policy;
- (12) If Independent Advisor misuses or makes any unauthorized use of the Proprietary Marks or any other identifying characteristics of the System, or otherwise materially impairs the goodwill associated therewith or Ameriprise Financial's rights therein;
- (13) If Independent Advisor refuses to permit an Inspector to inspect the Location, and/or the books, records or accounts of Independent Advisor upon demand;
- (14) If Independent Advisor, upon receiving a notice of default under Section 17 hereof entitled "Termination with an Opportunity to Cure Within Thirty (30) Days", fails to immediately initiate a remedy to cure such default;
- (15) If Independent Advisor, after curing a default pursuant to Section 17 hereof entitled "Termination with an Opportunity to Cure Within Thirty (30) Days", commits the same default again, whether or not cured after notice;
- (16) If Independent Advisor fails to comply with the terms of Additional Supervision; or
- (17) If Independent Advisor is alleged to have violated federal or state civil or common law that Ameriprise Financial believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or Ameriprise Financial's interest therein.

C. Termination with an Opportunity to Cure Within Thirty (30) Days. Except as otherwise provided in Section 17 entitled "Immediate Termination With Cause" and Section 17 entitled "Termination with an Opportunity to Cure within One (1) Year," upon any other default by Independent Advisor, Ameriprise Financial may terminate this Agreement by providing written notice of termination (in the manner set forth under Section 23 hereof), stating the nature of the default, to Independent Advisor at least thirty (30) days prior to the effective date of termination; provided, however, that Independent Advisor may avoid termination by immediately initiating a remedy to cure such default, curing it to Ameriprise Financial's satisfaction, and by promptly providing proof thereof to Ameriprise Financial within the thirty (30) day period. If any such default is not cured within the specified time or such longer period as applicable law may require, this Agreement shall terminate without further notice to Independent Advisor, effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require and Ameriprise Financial may re-assign any Clients assigned to Independent Advisor. Defaults which are susceptible of cure hereunder include the following illustrative events:

- (1) If Independent Advisor fails to substantially comply with any of the requirements imposed by this Agreement;
- (2) If Independent Advisor fails, refuses or neglects to promptly pay any monies owing to Ameriprise Financial or its affiliates when due, or to submit the financial or other information required by Ameriprise Financial under this Agreement;
- (3) Except as provided in Section 17 entitled "Immediate Termination With Cause", if Independent Advisor fails, refuses or neglects to obtain Ameriprise Financial's consent or prior written approval as required by this Agreement;
- (4) If Independent Advisor engages in any business or markets any product or service under a name or mark which, in Ameriprise Financial's sole opinion, is confusingly similar to the Proprietary Marks; or
- (5) If Independent Advisor fails to comply with the terms and conditions of Independent Advisor's

offer letter.

- D. Termination with an Opportunity to Cure within One (1) Year. Upon the occurrence of any of the following events of default, determined annually, Ameriprise Financial may, at its option, terminate this Agreement and all rights granted hereunder, by giving written notice of termination (in the manner set forth under Section 23 hereof), stating the nature of the default, to Independent Advisor one (1) year prior to the effective date of termination; provided, however, that Independent Advisor may avoid termination by immediately initiating an approved written remedy to cure such default, curing it to Ameriprise Financial's satisfaction, and by providing proof thereof to Ameriprise Financial within such one (1) year period. If any such default is not cured within the one (1) year period, this Agreement shall terminate without further notice to Independent Advisor, effective immediately upon the expiration of such one (1) year period:
- (1) If Independent Advisor fails to maintain Client Satisfaction Standards of at least seventy percent (70%), as set forth in the Manuals; or
  - (2) If Independent Advisor fails to maintain a registered office with the equipment, fixtures, and furnishings necessary to maintain professional standards for operation of the Independent Financial Advisor Business or if Independent Advisor fails to install signs, as set forth in the Manuals.
- E. Subject to State Law. All provisions of Section 17 are subject to state law.

18. OBLIGATIONS UPON TERMINATION OR EXPIRATION.

Upon termination or expiration of this Agreement, all rights granted hereunder to Independent Advisor shall forthwith terminate although Independent Advisor's duties under this Agreement shall continue as specified in this Section 18, and:

- A. Independent Advisor agrees to immediately cease operating the Independent Financial Advisor Business and Independent Advisor agrees to not thereafter, directly or indirectly, represent to the public or hold himself or herself out as a present or former franchisee of Ameriprise Financial.

If this Agreement is terminated for reasons outlined in Section 17 (Immediate Termination with Cause), with the exception of paragraphs B. (4) and/or (17), or because the Independent Advisor abandons the Independent Advisor's practice, Ameriprise Financial will honor any agreement with another Independent Advisor, consistent with the transfer of interest policies in Section 14, or, Independent Advisor can attempt to locate a buyer for Ameriprise Financial to approve. Independent Advisor agrees to release all client files to the Region Vice President or designate immediately upon termination. Ameriprise Financial, for a management fee, will manage the Independent Financial Advisor Business for up to ninety (90) days until a buyer can be found and approved. Independent Advisor agrees and understands the Clients of the Independent Advisor may be reassigned to other advisors to receive service during this period. The management fee (further defined in the Compensation Reference Manual) is all compensation including, but not limited to, trailing compensation which Independent Advisor would have been eligible while a buyer is being located and approved. During this ninety (90) day period, Independent Advisor agrees that Ameriprise Financial has the sole right to assign or reassign Clients in any manner it chooses, and that Independent Advisor shall have no legal or equitable claim against Ameriprise Financial for such assignment. If a buyer is not found and approved within the ninety (90) days after such termination, the Independent Financial Advisor Business agrees that the right to the equity in the Independent Advisor business is terminated. In the interests of good client relationships, Ameriprise Financial will assume continuous service to all Clients.

- B. Independent Advisor agrees to immediately and permanently cease to use, in any manner whatsoever: any confidential methods, procedures, and techniques associated with the System; the Proprietary Marks; and distinctive forms, slogans, signs, symbols, and devices associated with the System. In particular, Independent Advisor agrees to cease use of, without limitation, all signs, advertising materials, displays, stationery, forms, products, social media, and any other articles which display the Proprietary Marks.

- C. Independent Advisor agrees to make such modifications or alterations to the Premises immediately upon termination or expiration of this Agreement as may be necessary to distinguish the Premises from that of the Independent Financial Advisor Business under the System and to comply with all applicable laws and the Ameriprise Financial privacy policy, and shall make such specific additional changes thereto as Ameriprise Financial may reasonably request for the purpose identified herein. In the event Independent Advisor fails or refuses to comply with the requirements of this Section 18, Independent Advisor agrees

Ameriprise Financial has the right to enter upon the Premises, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as Ameriprise Financial may require, at the expense of Independent Advisor, which expense Independent Advisor agrees to pay upon demand.

- D. If after Independent Advisor's termination, Independent Advisor remains in the same premises leased or otherwise occupied by other Ameriprise financial advisors, and structural or other alterations to the premises must be made for the reasons identified in Section 18D of the Franchise Agreement, Independent Advisor agrees to pay the full cost of such changes. Consistent with Ameriprise Financial's right to withhold sums due to Independent Advisor for up to six (6) weeks after termination and offset from such amounts all sums due from Independent Advisor to Ameriprise Financial or its affiliates, Ameriprise Financial may withhold amounts incurred for alterations. Independent Advisor will remain responsible for paying, and shall pay to Ameriprise Financial, all amounts incurred for all alterations to the premises.
- E. At Ameriprise Financial's expense, Ameriprise Financial reserves the right to add a forwarding message to any such telephone number no longer used by Independent Advisor, indicating the telephone number for Ameriprise Financial and for the departing Independent Advisor.
- F. Independent Advisor agrees, in the event he or she continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy, or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which, in Ameriprise Financial's sole discretion, is likely to cause confusion, mistake, or deception, or which, in Ameriprise Financial's sole discretion, is likely to dilute Ameriprise Financial's rights in and to the Proprietary Marks. Independent Advisor further agrees not to utilize any designation of origin, description, or representation (including but not limited to reference to Ameriprise Financial, the System, or the Proprietary Marks) which, in Ameriprise Financial's sole discretion, suggests or represents a present or former association or connection with Ameriprise Financial, the System, or the Proprietary Marks.
- G. Independent Advisor agrees to promptly pay all sums owing to Ameriprise Financial and its affiliates including, but not limited to, any advance payment for refunded products and services. In the event of termination for any default of Independent Advisor, such sums shall include all damages, costs, and expenses (including reasonable attorneys' fees), and interest on such damages, costs and expenses incurred by Ameriprise Financial as a result of the default. Ameriprise Financial may withhold all sums due to Independent Advisor for up to six (6) weeks and may offset from such amounts all sums due from Independent Advisor to Ameriprise Financial or its affiliates. Any negative balance will require repayment by Independent Advisor.
- H. Unless otherwise mandated by state or federal law or governmental regulations, or required by Ameriprise Financial's privacy policy in existence at the time of Independent Advisor's termination, Independent Advisor agrees to immediately deliver to Ameriprise Financial the Manuals, Compliance Policy Manuals, and all other original and copies of records (including electronic or computer-generated copies, even if such copies were made in violation of this Agreement), including most recent financial plans and recommendations, computer databases and files, correspondence, and instructions containing confidential information relating to the System, all of which are acknowledged to be the property of Ameriprise Financial. Moreover, unless otherwise mandated by state or federal law, or governmental regulations, or required by the Ameriprise Financial privacy policy in existence at the time of Independent Advisor's termination, Independent Advisor agrees to immediately deliver to Ameriprise Financial the originals and copies of all Client records, including, for example, records containing Client lists and/or information and transactions belonging to Ameriprise Financial and to follow all other requirements under Ameriprise Financial's privacy policy. Independent Advisor also agrees that, in the event of Independent Advisor's incapacitation, abandonment of practice, or untimely death, Ameriprise Financial shall have the unrestricted right to enter the premises and seize all the materials referenced above.
- I. Independent Advisor agrees to immediately (1) discontinue use of any computer software developed for the System or Ameriprise Financial, (2) deliver to Ameriprise Financial all such computer software in Independent Advisor's possession or control and any copies made of such computer software, (3) erase or destroy any of such computer software contained in the computers or data storage devices under the control of Independent Advisor, and (4) remove such computer software from any other computer programs or software in Independent Advisor's possession or control that incorporates or uses such computer software in whole or in part following the decommission procedure as described in the Manuals.



J. Independent Advisor agrees to comply with the covenants contained in Section 19 hereof.

## 19. COVENANTS.

A. Independent Advisor covenants that, during the term of this Agreement, Independent Advisor agrees to: (1) devote best efforts to the management and operation of the Independent Financial Advisor Business; and (2) except as otherwise approved in writing by Ameriprise Financial or after providing notice to Ameriprise Financial as specified in the Manuals, not be employed or engage in other business activities outside the Independent Financial Advisor Business.

B. Independent Advisor specifically acknowledges that, pursuant to this Agreement, Independent Advisor will receive additional substantive rights as a franchisee of Ameriprise Financial. Independent Advisor also recognizes he or she will receive valuable and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Ameriprise Financial and the System. In recognition of and in consideration for these and other benefits, to protect the confidentiality of Ameriprise Financial's Client information and to protect Ameriprise Financial's goodwill, Independent Advisor covenants that:

- (1) During the term of this Agreement Independent Advisor agrees to not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or entity:
  - i. encourage, assist, participate, induce, or attempt to encourage, assist, participate or induce any Client or prospective business or customer to terminate an agreement with Ameriprise Financial, Ameriprise Financial's affiliates, Issuers, or any financial advisor business under the System;
  - ii. encourage, assist, participate, induce, or attempt to encourage, assist, participate or induce any Client or prospective business or customer to terminate, surrender, redeem, or cancel any action related to Products & Services acquired or ordered from or through Ameriprise Financial, Ameriprise Financial's affiliates, Issuers, or any financial advisor business under the System, except as provided in the Manuals or with Ameriprise Financial's written approval and consent;
  - iii. solicit any Clients that Independent Advisor contacted, serviced or learned about while operating under this Agreement to open an account other than an Ameriprise Financial account or to sell any investment, financial or insurance products or services other than through Ameriprise Financial with Ameriprise Financial's written approval and consent;
  - iv. open an account for, or provide or offer to provide any investment, financial, or insurance products or services to any Clients that Independent Advisor contacted, serviced or learned about while operating under this Agreement; and/or
  - v. encourage, induce, or attempt to encourage or induce or otherwise solicit any person who is employed by Ameriprise Financial or associated or affiliated with Ameriprise Financial as an Independent Advisor, independent contractor or agent to terminate their employment, association or other affiliation with Ameriprise Financial.
- (2) For one year after the expiration or termination of this Agreement, Independent Advisor agrees to not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or entity:
  - i. encourage, induce, or attempt to encourage or induce any Client that Independent Advisor contacted, serviced or learned about while operating under this Agreement to terminate an agreement with Ameriprise Financial, Ameriprise Financial affiliates, Issuers, or any financial advisor business under the System;
  - ii. encourage, induce, or attempt to encourage or induce any Client that Independent Advisor contacted, serviced or learned about while operating under this Agreement, to terminate, surrender, redeem, or cancel any action related to Products & Services acquired or ordered from or through Ameriprise Financial, Ameriprise Financial's affiliates, Issuers, or any financial advisor business under the System, except as provided in the Manuals or with Ameriprise Financial's written approval and consent;
  - iii. solicit any Clients that Independent Advisor contacted, serviced or learned about while operating under this Agreement for the purpose of the Client opening an account other than an Ameriprise Financial account, purchasing investment, financial, or insurance products or

services, purchasing any product or service, the type of which is offered by Ameriprise Financial, or purchasing any investment, financial or insurance products or services other than through Ameriprise Financial with Ameriprise Financial's written approval and consent; and/or

- iv. encourage, induce, or attempt to encourage or induce or otherwise solicit any person who is at that time employed by Ameriprise Financial or associated or affiliated with Ameriprise Financial as an Independent Advisor, independent contractor or agent to terminate their employment, association or other affiliation with Ameriprise Financial.
- (3) He or she will not disparage, during the term of this Agreement or thereafter, Ameriprise Financial, its affiliates, advisors, employees and/or Products & Services. Independent Advisor understands that nothing contained in this Agreement limits Independent Advisor's ability to raise concerns internally at Ameriprise Financial according to established policies and procedures or file a charge or complaint with the Securities and Exchange Commission, or any other federal, state or local governmental regulatory or law enforcement agency.

For purposes of this Section, an **"Issuer"** is a company or entity that issues Products & Services distributed or offered by Ameriprise Financial, Ameriprise Financial's affiliates, or Ameriprise Financial as the agent of another company.

- C. Independent Advisor understands and acknowledges that if Independent Advisor terminates this Agreement, Ameriprise Financial shall have the right to continue to actively offer all Products & Services to Clients Independent Advisor serviced at Ameriprise Financial.
- D. Upon expiration of this Agreement, Independent Advisor may have a right to revenue based on past Products & Services that have been purchased by Clients through the Independent Financial Advisor Business, as provided for in the Manuals, or otherwise with Ameriprise Financial's approval and consent.
- E. Independent Advisor acknowledges and agrees that Ameriprise Financial shall have the right, in its sole discretion, to reduce the scope or restrictiveness of any covenant set forth above or any portion thereof, without Independent Advisor's consent, effective immediately upon receipt by Independent Advisor of written notice thereof; and Independent Advisor agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 24 hereof. Independent Advisor agrees and understands that Ameriprise Financial's exercise of such discretion, as to the Independent Advisor who is the subject of this Agreement, or of any other Independent Advisor, shall not constitute a waiver of any of Ameriprise Financial's right to enforce this or any other agreements.
- F. Independent Advisor expressly agrees that the existence of any claims Independent Advisor may have against Ameriprise Financial, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Ameriprise Financial of the covenants in this Section 19.

At Ameriprise Financial's request, Independent Advisor agrees to obtain and furnish to Ameriprise Financial executed covenants similar in substance to those set forth in this Section 19 and, at the Independent Advisor's discretion, Addendum No. 3 (including covenants applicable upon the termination of a person's relationship with Independent Advisor and the provisions of Section 10 of this Agreement) from personnel (identified in the Manuals) employed or retained as an independent contractor by Independent Advisor or his or her agent. Every covenant required by this Section shall be in a form approved by Ameriprise Financial, including, without limitation, specific identification of Ameriprise Financial as a third-party beneficiary of such covenants with the independent right to enforce them.

- G. Independent Advisor agrees that to the fullest extent permitted by applicable law, Ameriprise Financial will be entitled to injunctive relief from a court or FINRA arbitration should Independent Advisor violate any of the covenants in this Section 19 and the provisions in Sections 10 and 18 (the "Sections") of this Agreement. Independent Advisor recognizes that Ameriprise Financial's remedies solely at law will be inadequate, that Ameriprise Financial will be irreparably harmed by violations of the provisions in the Sections, and thus that Ameriprise Financial will be entitled to injunctive relief to prevent future violations of the provisions in the Sections until a full and final resolution of any dispute may be had on the merits. If Independent Advisor has signed Addendum No. 3 but fails to comply with it, Ameriprise Financial shall be entitled to immediate injunctive relief to enforce at Ameriprise Financial's option, the covenants in Section 19, including 19B (1) and (2) Ameriprise Financial has the right to seek such injunctive relief in a court of competent jurisdiction, which relief shall extend until, and if, a decision on the merits of the same issue is rendered by a FINRA arbitration panel. Such election by Ameriprise Financial to seek judicial

relief shall not waive any rights Ameriprise Financial may have to arbitrate disputes arising under this Agreement, including rights to obtain damages from Independent Advisor in arbitration for violations of this Agreement.

- H. Nothing in this Agreement will prevent Independent Advisor from engaging in a competitive business consistent with the covenants in this Section 19, including serving as a consultant or financial advisor affiliated with another firm, after this Agreement expires or is terminated. Nothing in this Agreement will prohibit Independent Advisor from servicing and soliciting any Clients that Independent Advisor contacted, learned about or serviced while operating under an agreement with Ameriprise Financial more than one year after this Agreement expires or is terminated, provided that Independent Advisor makes no use directly or indirectly of any confidential or trade secret information, including but not limited to, client files and lists obtained from Ameriprise Financial.
- I. Upon Independent Advisor's request, Ameriprise Financial may, in its sole discretion, release Independent Advisor from any provisions in this Section 19, in whole or in part, for example to exclude specified family members from the provisions in this Section 19. Such requests by Independent Advisor must be in writing and any release to Independent Advisor must be provided in writing and signed by an officer of Ameriprise Financial. Any such release shall not act as a waiver of any other rights of Ameriprise Financial under this Agreement as such rights apply to any other Independent Advisor.
- J. In accordance with Section 10 hereof, all Clients shall be deemed Clients of Ameriprise Financial and not any individual Independent Advisor. Nonetheless, Independent Advisor shall have the opportunity, consistent with Section 14, to transfer Independent Advisor's interest in this Agreement, including the right to receive compensation, as more fully described in Section 14.
- K. Ameriprise Financial agrees that Clients set forth on Exhibit 1 to Addendum 3-V as of the date of execution of this Agreement (or within 14 days thereafter), if any, are not subject to Section 19B.(1) and (2).
- L. Ameriprise Financial and Independent Advisor agree that nothing in this Section 19 is intended to interfere with FINRA Rule 2110-7 (Interfering With the Transfer of Customer Accounts in the Context of Employment Disputes) or any future modifications to that Rule.
- M. Independent Advisor agrees and covenants to comply with all of Ameriprise Financial's policies, including the client privacy policy, and not take any action inconsistent with said policies while affiliated with Ameriprise Financial, or thereafter.
- N. Subject to State Law. All provisions in Section 19 are subject to state law.

## 20. TAXES, PERMITS AND INDEBTEDNESS.

- A. Independent Advisor agrees to promptly pay when due all taxes levied or assessed, including without limitation, unemployment and sales taxes, and all accounts and other indebtedness of every kind incurred by Independent Advisor in operating the Independent Financial Advisor Business. Independent Advisor agrees to pay to Ameriprise Financial an amount equal to any sales tax, gross receipts tax or similar tax (other than income tax) imposed on Ameriprise Financial with respect to any payments to Ameriprise Financial required under this Agreement, unless the tax is credited against income tax otherwise payable by Ameriprise Financial.
- B. In the event of any bona fide dispute as to Independent Advisor's liability for taxes assessed or other indebtedness, Independent Advisor may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law, but in no event shall Independent Advisor permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by a creditor, to occur against the Premises of the Independent Financial Advisor Business, or any improvements thereon.

## 21. INDEPENDENT CONTRACTOR AND INDEMNIFICATION.

- A. This Agreement does not create a fiduciary duty on behalf of Ameriprise Financial to Independent Advisor. Independent Advisor agrees to be an independent contractor, and nothing in this Agreement is intended to constitute Ameriprise Financial as an agent, employee, legal representative, joint venturer, partner, servant or subsidiary of Independent Advisor for any purpose whatsoever.
- B. During the term of this Agreement, Independent Advisor agrees to hold himself or herself out to the public as an independent contractor operating the Independent Financial Advisor Business. Independent Advisor agrees to take such action as may be necessary to do so, including without limitation, exhibiting

a notice of that fact in a conspicuous place at the Premises, the content of which Ameriprise Financial reserves the right to specify. Nothing in this Agreement authorizes Independent Advisor to make any agreement, contract, representation or warranty on Ameriprise Financial's behalf or to incur any debt or other obligation in Ameriprise Financial's name; and Ameriprise Financial agrees to in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall Ameriprise Financial be liable by reason of any act or omission of Independent Advisor in his or her operation of the Independent Financial Advisor Business or for any claim or judgment arising therefrom against Independent Advisor or Ameriprise Financial.

- C. To the extent permitted by law, Independent Advisor agrees to indemnify and hold harmless Ameriprise Financial, its affiliates, and their respective officers, directors, employees, agents, successors, and assigns ("**Indemnitees**"), against any and all causes of action, claims, demands, liabilities, losses, damages, actions, litigation or other expenses (including but not limited to, interest, costs of investigation, settlement costs, and attorney's fees) arising out of or relating to Independent Advisor's establishment or operation of the Independent Financial Advisor Business, except for any claim based solely on the gross negligence or willful misconduct of Ameriprise Financial or its officers, employees, and agents or based solely on nonperformance by Ameriprise Financial of its obligations hereunder. Independent Advisor agrees that with respect to any threatened or actual litigation, proceeding or dispute which could directly or indirectly affect any of the Indemnitees, the Indemnitees shall have the right, but not the obligation, to: (1) choose counsel, (2) control, direct, and/or manage the handling of the matter; and (3) settle on behalf of the Indemnitees and/or Independent Advisor, any claim against the Indemnitees in their sole discretion. All vouchers, canceled checks, receipts, receipted bills or other evidence of payments for any such losses, liabilities, costs, damages, charges or expenses of whatsoever nature incurred by any Indemnitee shall be taken as prima facie evidence of Independent Advisor's obligation hereunder. Ameriprise Financial may require Independent Advisor to reimburse Ameriprise Financial for all expenses (including attorney's fees and interest) reasonably incurred by Ameriprise Financial to enforce the terms of this Agreement, any obligation owed by Independent Advisor to Ameriprise Financial under this Agreement or otherwise, including without limitation, Independent Advisor's indemnification obligations.

## 22. APPROVALS AND WAIVERS.

- A. Whenever this Agreement requires the consent or prior approval of Ameriprise Financial, Independent Advisor agrees to make a timely written request to Ameriprise Financial therefor, and such consent or prior-approval must be obtained in writing from an officer of Ameriprise Financial. Ameriprise Financial will respond to such requests within a timeframe reasonable under the circumstances.
- B. Ameriprise Financial makes no guarantees or warranties upon which Independent Advisor may rely and assumes no liability or obligation to Independent Advisor, by providing any approval, consent, suggestion or waiver to Independent Advisor in connection with this Agreement or by reason of any delay, denial or neglect of any request therefor.
- C. No failure of Ameriprise Financial to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by Independent Advisor with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Ameriprise Financial's right to demand exact compliance with any of the terms hereof. Waiver by Ameriprise Financial of any particular default of Independent Advisor shall not affect or impair Ameriprise Financial's rights with respect to any subsequent default of the same, similar, or different nature; nor shall any delay, forbearance, or omission of Ameriprise Financial to exercise any power or right arising out of any breach of default by Independent Advisor of any of the terms, provisions, or covenants hereof, affect or impair Ameriprise Financial's right to exercise the same, nor shall such constitute a waiver by Ameriprise Financial of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by Ameriprise Financial of any payments due to it hereunder shall not be deemed to be a waiver by Ameriprise Financial of any preceding breach by Independent Advisor of any terms, covenants, or conditions of this Agreement.

## 23. NOTICES.

Unless otherwise indicated, any and all notices required or permitted under this Agreement shall be in writing and shall be: personally delivered; sent by electronic notice, including email; sent by facsimile/telecopier (if confirmed by mail); mailed by certified mail, return receipt requested; or dispatched by overnight delivery envelope to the respective parties at the following addresses, unless and until a different address has been designated by written notice to the other party or specifically required herein:

Notices to Ameriprise Financial:  
Ameriprise Financial Services, LLC  
1523 Ameriprise Financial Center  
Minneapolis, Minnesota 55474

Notices to Independent Advisor:

Notices to Independent Advisor will be made to Independent Advisor's business address on record at Ameriprise Financial's corporate office.

Any notice by a means which affords the sender evidence of delivery or rejected delivery shall be deemed to have been given and received at the date and time of receipt or rejected delivery. Any notice of a revision to the Manuals may be made by revising the Manuals and notifying Independent Advisor of such revisions by any reasonable means.

**24. ENTIRE AGREEMENT.**

- A. This Agreement and the attachments hereto, constitute the entire Agreement between Ameriprise Financial and Independent Advisor concerning the subject matter hereof, and supersede all prior and contemporaneous agreements, negotiations, and representations (oral and written), no other representations having induced Independent Advisor to execute this Agreement. No party is relying on any agreement or representation or is bound by any other agreement or obligation concerning the subject matter of this Agreement that is not expressly set forth herein. Except for those permitted to be made unilaterally by Ameriprise Financial hereunder, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing by the parties' authorized officers or agents. Nothing in this Agreement is intended to disclaim any representations that Ameriprise Financial made in the Franchise Disclosure Document that Ameriprise Financial provided to Independent Advisor.
- B. Ameriprise Financial has the right to operate, develop, and change the System in any manner that is not specifically precluded by this Agreement. Whenever Ameriprise Financial has reserved in this Agreement a right to take or withhold an action, or to grant or decline to grant Independent Advisor a right to take or omit an action, except as otherwise expressly provided in this Agreement, Ameriprise Financial may make its decision or exercise its rights on the basis of the information readily available to Ameriprise Financial, and Ameriprise Financial's judgment of what is in its best interests and/or in the best interests of the System, at the time Ameriprise Financial's decision is made shall be deemed to be reasonable and enforceable, without regard to whether other reasonable or even arguably preferable alternative decisions could have been made by Ameriprise Financial and without regard to whether Ameriprise Financial's decision or the action Ameriprise Financial takes promotes Ameriprise Financial's financial or other individual interest.

**25. SEVERABILITY AND CONSTRUCTION.**

If, for any reason, any section, part, term, provision, and/or covenant herein is determined to be invalid and contrary to or in conflict with any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, provisions, and/or covenants of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, provisions, and/or covenants shall be deemed not to be a part of this Agreement.

- A. Any provision or covenant in this Agreement which expressly or by its nature imposes obligations beyond the expiration, termination or assignment of this Agreement (regardless of cause for termination) shall survive such expiration, termination or assignment, including but not limited to Sections 10, 19, 21, and 26.
- B. Independent Advisor expressly agrees to be bound by any covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court, regulator, or agency having valid jurisdiction may hold to be unreasonable and unenforceable in an unappealed final decision to which Ameriprise Financial is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court, regulator, or agency order.
- C. If the performance of any obligation by Ameriprise Financial under this Agreement is prevented, hindered

or delayed by reason of Force Majeure, which cannot be overcome by reasonable commercial measures, Ameriprise Financial shall be relieved of any such obligation during the period of such Force Majeure. In such event, Ameriprise Financial shall give Independent Advisor written notice of the Force Majeure occurrence and an estimate as to its duration. As used in this Agreement, the term "Force Majeure" shall include, but not be limited to: any act of God; acts of terrorism or war (declared or undeclared); riots or other social disturbances; strikes, lock-outs or other industrial disturbances; failure or degradation of telecommunications or internet services; fires, floods, earthquakes or other natural occurrences; epidemics; and any other circumstance outside of Ameriprise Financial's control.

## 26. APPLICABLE LAW.

- A. THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED EXCLUSIVELY UNDER THE LAWS OF THE STATE OF DELAWARE, EXCLUDING THE FRANCHISE LAW OF THE STATE OF DELAWARE UNLESS IT APPLIES BY ITS TERMS. IN THE EVENT OF ANY CONFLICT OF LAW, THE LAWS OF DELAWARE SHALL PREVAIL, WITHOUT REGARD TO THE APPLICATION OF DELAWARE CONFLICT OF LAW RULES; EXCEPT THAT ALL ISSUES RELATING TO ARBITRABILITY OR THE ENFORCEMENT OF THIS AGREEMENT TO ARBITRATE HEREIN CONTAINED SHALL BE GOVERNED BY THE TERMS SET FORTH IN THIS AGREEMENT, AND TO THE EXTENT NOT INCONSISTENT WITH THIS AGREEMENT, BY THE RULES OF ARBITRATION OF FINRA. NOTHING IN THIS SECTION IS INTENDED BY THE PARTIES TO SUBJECT THIS AGREEMENT TO THE DELAWARE FRANCHISE ACT OR ANY FRANCHISE OR SIMILAR STATUTE, RULE OR REGULATION OF THE STATE OF DELAWARE.
- B. NO RIGHT OR REMEDY CONFERRED UPON OR RESERVED TO AMERIPRISE FINANCIAL OR INDEPENDENT ADVISOR BY THIS AGREEMENT IS INTENDED TO BE, NOR SHALL BE DEEMED, EXCLUSIVE OF ANY OTHER RIGHT OR REMEDY HEREIN OR BY LAW OR EQUITY PROVIDED OR PERMITTED, BUT EACH SHALL BE CUMULATIVE OF EVERY OTHER RIGHT OR REMEDY.
- C. AMERIPRISE FINANCIAL AND INDEPENDENT ADVISOR IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING, EXCEPT AS OTHERWISE AGREED.
- D. AMERIPRISE FINANCIAL AND INDEPENDENT ADVISOR HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.
- E. NOTHING CONTAINED HEREIN SHALL BAR AMERIPRISE FINANCIAL'S RIGHT TO OBTAIN INJUNCTIVE RELIEF AGAINST CONDUCT OR THREATENED CONDUCT THAT: (1) WILL CAUSE IT LOSS OR DAMAGE; (2) VIOLATES THE TERMS OF ADDITIONAL SUPERVISION; OR (3) IS IN VIOLATION OF AMERIPRISE FINANCIAL'S OBLIGATION TO COMPLY FULLY WITH GOVERNMENT AGENCY LAWS OR REGULATIONS UNDER THE USUAL EQUITY RULES, INCLUDING THE APPLICABLE RULES FOR OBTAINING SPECIFIC PERFORMANCE, RESTRAINING ORDERS, AND PRELIMINARY INJUNCTIONS.

## 27. ARBITRATION.

- A. Except as provided in Section 27E hereof, Ameriprise Financial and Independent Advisor agree to arbitrate any dispute, claim or controversy that may arise between Ameriprise Financial and Independent Advisor or a customer or any other person ("**Claims**"), unless otherwise agreed to in writing by Ameriprise Financial and Independent Advisor. To the extent that such Claims are required or allowed to be arbitrated under the rules, constitutions or by-laws of FINRA, as amended from time-to-time, they will be arbitrated in accordance with the policies and procedures established by FINRA.
- B. If either FINRA declines to administer arbitration of any Claims or FINRA rules do not allow for arbitration of any Claims, Ameriprise Financial and Independent Advisor agree that the Claims shall be finally decided by arbitration conducted pursuant to the Commercial Dispute Resolution Procedures of the American Arbitration Association ("**AAA**") and its Supplementary Rules for Securities Arbitration, or other applicable rules promulgated by the AAA. In addition, Ameriprise Financial and Independent Advisor specifically agree that all Claims, statutory or otherwise, which allege discrimination or violation of employment laws, including but not limited to, claims of sexual harassment, shall be finally decided by

arbitration pursuant to the AAA unless otherwise agreed to in writing by Ameriprise Financial and the Independent Advisor.

- C. By written agreement of Ameriprise Financial and Independent Advisor, disputes may be resolved in arbitration by a mutually agreed-upon organization other than AAA or FINRA.
- D. In consideration of the promises and the compensation provided in this Agreement, neither Ameriprise Financial nor Independent Advisor shall have a right: (1) to arbitrate any Claims on a class or multi-party action basis or in a purported representative capacity on behalf of any Independent Advisors, employees, applicants or other persons similarly situated; (2) to consolidate Claims or join in an arbitration brought by or against another Independent Advisor, employee, applicant or Ameriprise Financial, unless otherwise agreed to in writing by Ameriprise Financial and Independent Advisor; (3) to litigate any Claims in court, except as provided in Section 27E hereof or to have a jury trial on any Claims; and (4) to participate in a representative capacity or as a member of any class of claimants in an action in a court of law pertaining to any Claims. Nothing in this Agreement relieves Ameriprise Financial or Independent Advisor from any obligation Ameriprise Financial or Independent Advisor may have to exhaust certain administrative remedies before arbitrating any claims or disputes under this Agreement.
- E. Except as provided in this Section 27E, either Ameriprise Financial or Independent Advisor may compel arbitration of any Claims filed in a court of law. In addition, either Ameriprise Financial or Independent Advisor may apply to a court of law for immediate injunctive relief or other temporary or emergency relief, as allowed by FINRA rules or otherwise described in Section 19H hereof.
- F. Any award by an arbitration panel shall be final and binding upon Ameriprise Financial and Independent Advisor. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.
- G. This Agreement to arbitrate is governed by and enforceable under the terms of the Federal Arbitration Act.

## 28. ACKNOWLEDGMENTS.

- A. INDEPENDENT ADVISOR ACKNOWLEDGES THAT HE OR SHE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE INDEPENDENT FINANCIAL ADVISOR BUSINESS, AND RECOGNIZES THAT THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT INVOLVES SIGNIFICANT BUSINESS RISKS AND THAT HIS OR HER SUCCESS WILL BE LARGELY DEPENDENT UPON THE ABILITY OF INDEPENDENT ADVISOR AS AN INDEPENDENT BUSINESSPERSON. AMERIPRISE FINANCIAL EXPRESSLY DISCLAIMS THE MAKING OF, AND INDEPENDENT ADVISOR ACKNOWLEDGES THAT HE OR SHE HAS NOT RECEIVED, ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS, OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.  
  
INDEPENDENT ADVISOR ACKNOWLEDGES THAT HE OR SHE RECEIVED A COMPLETE COPY OF THIS AGREEMENT, THE ATTACHMENTS HERETO, AND AGREEMENTS RELATING THERETO, IF ANY, AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED (EXCLUSIVE OF THE DAY INDEPENDENT ADVISOR RECEIVED THE DOCUMENT AND THE DAY INDEPENDENT ADVISOR SIGNED THIS AGREEMENT). INDEPENDENT ADVISOR FURTHER ACKNOWLEDGES THAT HE OR SHE RECEIVED THE DISCLOSURE DOCUMENT REQUIRED BY THE TRADE REGULATION RULE OF THE FEDERAL TRADE COMMISSION ENTITLED "DISCLOSURE REQUIREMENTS AND PROHIBITIONS CONCERNING FRANCHISING AND BUSINESS OPPORTUNITY VENTURES" AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED (EXCLUSIVE OF THE DAY INDEPENDENT ADVISOR RECEIVED THE DOCUMENT AND THE DAY INDEPENDENT ADVISOR SIGNED THIS AGREEMENT).
- B. INDEPENDENT ADVISOR ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS THIS AGREEMENT, THE ATTACHMENTS HERETO, AND AGREEMENTS RELATING THERETO, IF ANY, AND THAT AMERIPRISE FINANCIAL HAS AFFORDED INDEPENDENT ADVISOR AMPLE OPPORTUNITY AND TIME TO CONSULT WITH ADVISORS OF INDEPENDENT ADVISOR'S OWN CHOOSING ABOUT THE POTENTIAL BENEFITS AND RISKS OF ENTERING INTO THIS AGREEMENT.
- C. INDEPENDENT ADVISOR ACKNOWLEDGES AND UNDERSTANDS THE IMPORTANCE OF OPERATING THE INDEPENDENT FINANCIAL ADVISOR BUSINESSES IN A MANNER WHICH

MEETS AMERIPRISE FINANCIAL'S HIGH STANDARDS OF QUALITY ADVICE AND CUSTOMER SERVICE, TO PROTECT THE INTEGRITY AND VALUE OF THE SYSTEM, AND ALL THE INDEPENDENT FINANCIAL ADVISOR BUSINESSES.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the date first above written.

**Independent Advisor**

**Ameriprise Financial Services, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_



**SCHEDULE A**

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**Independent Financial Advisor  
Business Office Location(s):**

**Primary location:**

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**Other locations, if applicable:**

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Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

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**ADDENDUM TO  
AMERIPRISE FINANCIAL SERVICES, LLC  
INDEPENDENT ADVISOR BUSINESS FRANCHISE AGREEMENT  
SUPERVISION AGREEMENT**

Ameriprise Financial Services, LLC (“Ameriprise Financial”) and Independent Advisor are parties to the Ameriprise Financial Services, LLC Independent Advisor Business Franchise Agreement (“Agreement”) and hereby agree as follows:

1. **SUPPLEMENT TO AGREEMENT.** This Addendum to the Agreement (“Addendum”) shall supplement the terms of the Agreement. In the event of any inconsistency between this Addendum and the Agreement, this Addendum shall control.
2. **SCOPE OF ADDENDUM.** This Addendum defines Independent Advisor’s compliance related responsibilities and the fees to be paid for compliance supervision.
3. **SUPERVISION.** Independent Advisor acknowledges and agrees that, to operate the Independent Financial Advisor Business, he or she must be supervised for compliance purposes at all times. Ameriprise Financial shall designate the corporate office, an individual and/or team in the field to serve as the Registered Principal(s) for Independent Advisor.
4. **FEES.** Independent Advisor agrees to pay for compliance supervision in the amount specified in the Supervision Fee Grid set forth in the Manuals, which is subject to change from time to time. The Supervision Fee Grid shows the general allocation of supervisory fees and the method of calculating the supervision fee. Ameriprise Financial shall deduct the supervision fee from Independent Advisor’s Compensation each Accounting Period. Independent Advisor may access current Registered Principal assignments and the Supervision Fee Grid through the Ameriprise Financial’s System and/or the Manuals.
5. **TERMINATION.** This Addendum may be terminated by Ameriprise Financial, with or without cause, at any time and for any reason. Even in the absence of a termination by Ameriprise Financial, this Addendum will nonetheless automatically terminate in the event of Independent Advisor’s:
  - i. Death or retirement;
  - ii. Total and permanent disability;
  - iii. Cancellation or non-renewal of any bond, license or registration required by any federal, state or local governmental authority, the SEC, FINRA or any self-regulatory authority, or Ameriprise Financial;
  - iv. Violation of any provision of the Agreement or this Addendum; and/or
  - v. Termination of Independent Advisor’s Agreement.

In the event Independent Advisor terminates this Addendum, Ameriprise Financial may, in its sole discretion, suspend or terminate Independent Advisor’s right to do business under the Agreement.

6. **MISCELLANEOUS.**
  - A. **AMENDMENT.** Except as provided in Section 3 above, no amendment, modification (oral or written), supplement or waiver of this Addendum (or any provisions herein) shall be binding upon the parties hereto unless made in a writing, duly signed by the parties and executed by their authorized officers or agents.
  - B. **DEFINITIONS.** All capitalized terms not otherwise defined in this Addendum shall have the same meanings ascribed to them as in the Agreement.
  - C. **SEVERABILITY.** If any provision in this Addendum is held, in whole or in part, to be illegal, invalid or unenforceable for any reason, the remaining provisions shall continue in full force and effect. The illegal, invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
  - D. **WAIVER.** No delay or omission in the exercise of any remedy or right under this Addendum shall impair such remedy or right or be construed as a waiver of the same. A waiver by Ameriprise Financial of any provision of this Addendum must be expressly stated in a writing and executed by an authorized officer of Ameriprise Financial. A waiver of any provision of this Addendum or any breach thereof shall not be construed as a waiver of any subsequent breach or of any other provisions of this Addendum.

7. EFFECTIVE DATE. The parties hereto have entered into this Addendum with the understanding that it becomes effective on \_\_\_\_\_ (“Effective Date”).

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum on the date first above written.

**Independent Advisor**

**Ameriprise Financial Services, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

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**ADDENDUM TO  
THE AMERIPRISE FINANCIAL SERVICES, LLC  
INDEPENDENT ADVISOR BUSINESS FRANCHISE AGREEMENT  
REGISTERED PRINCIPAL AGREEMENT**

Ameriprise Financial Services, LLC (“Ameriprise Financial”) and Independent Advisor are parties to the Ameriprise Financial Services, LLC Independent Advisor Business Franchise Agreement (“Agreement”) and hereby agree as follows:

1. SUPPLEMENT TO AGREEMENT. This Addendum to the Agreement (“Addendum”) shall supplement the terms of the Agreement and shall supersede all previous agreements and addendums relating to Registered Principal activities. In the event of any inconsistency between this Addendum and the Agreement, this Addendum shall control.
2. SCOPE OF ADDENDUM. This Addendum defines Independent Advisor’s relationship with Ameriprise Financial as a Registered Principal. In setting forth such relationship in this Addendum, Independent Advisor shall be referred to as the Registered Principal (“Registered Principal”, “you” or “your”).
3. UNDERTAKINGS BY REGISTERED PRINCIPAL. You shall serve as a Registered Principal for independent advisors and perform these functions in accordance with all applicable regulatory and statutory requirements, the Manuals and Ameriprise Financial policies. It is expressly understood that applicable regulatory and statutory requirements, as well as the Manuals and Ameriprise Financial policies may be amended during the course of this Agreement. Registered Principal shall nonetheless comply with all such amendments or changes thereto.
  - A. The regulatory activities (as more fully described in the Manuals) include, but are not limited to, compliance supervision with specific regulatory requirements as listed below:
    - (1) Proactively work with advisors to support their effort to run a compliant practice. This includes:
      - Conducting and documenting ongoing 1:1 interactions;
      - Providing feedback and documenting observations related to the advisor’s sales activity and suitability of the advisor’s recommendations;
      - Inspecting all registered offices under your supervision pursuant to Ameriprise Financial policy;
      - Administering discipline and education according to processes when appropriate;
      - Coaching advisors on supervisory policies and procedures;
      - Acting as the main resource for advisors on compliance tasks; and
      - Validating appropriate advisor training is taking place.
    - (2) Proactively detect violations of policy or procedure through:
      - Responding to corporate requests to review advisor activity;
      - Making client calls; and
      - Analyzing reports and other metrics.
    - (3) As prescribed by the Written Supervisory Procedures, accurately and completely follow-up, review and sign-off or reject advisor activity.
    - (4) Identify and provide response to issues identified by corporate business partners. This includes:
      - Working with the Centralized Supervision Unit (“CSU”) and Compliance on escalated issues and correction action plans (“CAPs”);
      - Working with Compliance on complaints/investigations;
      - Working with Legal on investigations; and
      - Resolving issues identified in field office inspections (“CTAs”).
    - (5) Comply with record keeping processes, required use of certain technology tools and systems, and other duties as may be assigned from time to time.
  - B. You acknowledge and agree to satisfy the requirements of being a Registered Principal set forth in the Manuals and Ameriprise Financial policies. Failure to do so may result in termination of this Addendum and/or a default of your Agreement.

- C. As provided in the Manuals, you shall provide, at your own expense, adequate systems sufficient to perform the functions described in the Manuals which are necessary to supervise advisors assigned to you. You may elect to delegate, at your own expense, certain specified compliance supervision functions to qualified support personnel, compliant with the Manuals and Ameriprise Financial policies. You acknowledge and agree to remain responsible for ensuring the quality and timeliness of all such functions delegated.
- D. You acknowledge and agree to maintain an Office of Supervisory Jurisdiction (“OSJ”) within the Region you supervise.
- E. You may independently provide compliance supervision in accordance with the Registered Principal/Independent Advisor ratios set forth in the Manuals or as otherwise approved by Ameriprise Financial. To the extent your provision of such services exceeds the approved ratios, you will be required to secure the services of individuals, approved by Ameriprise Financial and as set forth in the Ameriprise Financial Manuals, to provide or assist in the provision of those services, such that the ratios meet the designated requirements. To the extent you hire, at your own expense, one or more delegate(s), the delegate shall be your own employee, and not be an employee of Ameriprise Financial, and you are required to obtain covenants from that employee in accordance with Section 19 of the Agreement. Likewise, to the extent you use a delegate to provide compliance supervision, you are solely responsible for the creation and maintenance of a contractual relationship with that individual. Each delegate shall be approved in advance by Ameriprise Financial and must execute the appropriate agreements required by Ameriprise Financial.
- F. You acknowledge and agree that you (and all of your contractors, delegates and employees) are required to comply with all privacy requirements set forth both by applicable federal and state laws, as well as Ameriprise Financial’s policies and procedures.
- G. You acknowledge and agree that you (and all of your contractors, delegates and employees) are required to strictly comply with the Ameriprise Financial Global Code of Conduct, especially given that you, your employees and delegates will have unique access to sensitive information regarding other Ameriprise Financial advisors. By way of example, to the extent that an advisor seeks input from you related to a potential practice acquisition or sale, you should immediately notify the advisor if you may have a personal interest in the transaction. Failure to conduct yourself in accordance with the Ameriprise Financial Global Code of Conduct could result in consequences up to and including termination of this Addendum and/or termination of your Agreement.
4. **COMPENSATION.** You agree to perform the services described in this Addendum for an amount as allocated to you determined by the Supervision Fee Grid contained in the Manuals. This amount will be paid by Ameriprise Financial to you each Accounting Period, 24 times per year, as indicated by the Supervision Fee Grid contained in the Manuals. Fees paid pursuant to this Addendum will constitute payment in full for all services rendered under this Addendum unless otherwise communicated to you in writing. Any expenses in rendering such services will be paid by you unless the contrary is specifically authorized in writing.
5. **TERMINATION.** This Addendum may be terminated by Ameriprise Financial, with or without cause, at any time and for any reason. You may terminate this Addendum upon fourteen (14) calendar days’ written notice to Ameriprise Financial in accordance with Section 23 of the Agreement, with a copy to be delivered to your Senior Regional Risk Manager (“SRRM”) or SRRM designate. Even in the absence of a termination by Ameriprise Financial, this Addendum automatically terminates in the event of Registered Principal’s:
- (1) Death or retirement;
  - (2) Total and permanent disability;
  - (3) Cancellation or nonrenewal of any bond, license or registration you are required to have by the states, the FINRA, SEC or the Agreement;
  - (4) Failure to maintain the Registered Principal requirements;
  - (5) Violation of any provision of this Addendum or the Agreement; or
  - (6) Voluntary or involuntary termination of your Agreement.

6. **TERMINATION CLAIMS.** In the event this Addendum is terminated, you acknowledge and agree that you have no claim against Ameriprise Financial for compensation, earnings or profits under the terms of this Agreement. You further acknowledge and agree that you have no claim for refund or reimbursement of any funds you have advanced or You will also have no claim for a refund or reimbursement of any expenses incurred, paid or funds advanced in connection with your responsibilities under this Addendum or for any other reason.
7. **ASSIGNED INDEPENDENT ADVISORS.** You acknowledge and agree that Ameriprise Financial may:
  - A. Unilaterally remove independent advisors from you in your role as Registered Principal and that this may occur with or without your consent;
  - B. Request that you supervise an Independent Advisor placed on Heightened Supervision and that you may refuse such request; and
  - C. Request that you provide compliance supervision for additional Independent Advisors and that you may refuse such request.

Should any of the events outlined in Section 7(A), 7(B) or 7(C) occur, your compensation shall be adjusted accordingly, as set forth in the Manuals. You shall be notified of changes to the Independent Advisors assigned to you and the subsequent adjusted compensation by regular mail or through your Ameriprise Financial e-mail address.

8. **MISCELLANEOUS.**
  - A. **AMENDMENT.** No amendment, modification (oral or written), supplement or waiver of this Addendum (or any provisions herein) shall be binding upon the parties hereto unless made in a writing, duly signed by the parties and executed by their authorized officers or agents.
  - B. **DEFINITIONS.** All capitalized terms not otherwise defined in this Addendum shall have the same meanings ascribed to them as in the Agreement.
  - C. **ENTIRE AGREEMENT.** This Agreement, along with any addendums or attachments incorporated herein, represents the entire agreement and understanding between the parties hereto with respect to the subject-matter contained herein, and it supersedes and terminates all prior agreements, negotiations, promises and representations, whether oral or written, between the parties with respect to the subject matter.
  - D. **SEVERABILITY.** If any provision in this Addendum is held, in whole or in part, to be illegal, invalid or unenforceable for any reason, the remaining provisions shall continue in full force and effect. The illegal, invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
  - E. **WAIVER.** No delay or omission in the exercise of any remedy or right under this Addendum shall impair such remedy or right or be construed as a waiver of the same. A waiver by Ameriprise Financial of any provision of this Addendum must be expressly stated in a writing and executed by an authorized officer of Ameriprise Financial. A waiver of any provision of this Addendum or any breach thereof shall not be construed as a waiver of any subsequent breach or of any other provisions of this Addendum.
9. **EFFECTIVE DATE.** The parties hereto have entered into this Addendum with the understanding that it becomes effective on \_\_\_\_\_ (“Effective Date”).

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum on the date first above written.

**Independent Advisor**

**Ameriprise Financial Services, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_



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**ADDENDUM TO  
AMERIPRISE FINANCIAL SERVICES, LLC  
INDEPENDENT ADVISOR BUSINESS FRANCHISE AGREEMENT  
EMPLOYEE TO FRANCHISE TRANSITIONS**

Ameriprise Financial Services, LLC (“Ameriprise Financial”) and Independent Advisor are parties to the Ameriprise Financial Services, LLC Independent Advisor Business Franchise Agreement (“Agreement”) and hereby agree as follows:

1. **SUPPLEMENT TO AGREEMENT**. This Addendum to the Agreement (“Addendum”) shall supplement the terms of the Agreement. In the event of any inconsistency between this Addendum and the Agreement, this Addendum shall control.
2. **SCOPE OF ADDENDUM**. Ameriprise Financial will suffer irreparable harm should Independent Advisor violate Section 19(B)(1) and (2) of the Franchise Agreement (“Restrictive Covenant”) without fully and timely satisfying the terms of this Addendum.
3. **TERMS OF FORBEARANCE AGREEMENT**. As a mitigation of this irreparable harm, Ameriprise Financial agrees to forbear from enforcement of its rights against Independent Advisor under the Restrictive Covenant if Independent Advisor timely and fully complies with the following conditions:
  - A. **Fourteen (14) Days’ Notice**. Independent Advisor agrees to provide Ameriprise Financial with at least fourteen (14) calendar days written notice of the termination of the Franchise Agreement (“Termination Notice”) in accordance with Section 23 of the Franchise Agreement, with a copy to be delivered personally to the Advisor’s Regional Vice President (“RVP”), RVP designate, or if no designate is timely provided, to the Independent Advisor’s immediate Ameriprise Financial leader, and, in either event, a copy, by facsimile or overnight mail, to Ameriprise Financial Corporate Office, Risk Mitigation Unit 1835. The fourteen (14) day period shall begin on the day written notice is received by Ameriprise Financial, including all required copies, and continue through and include the fourteenth (14) day.
  - B. As of the date of the Termination Notice, the Independent Advisor must:
    - (1) **Length of Service**. Have served at least six (6) consecutive years as an advisor for Ameriprise Financial and have completed at least three (3) full years under the Independent Advisor Business Franchise Agreement. For example, an Ameriprise Financial Advisor may be an employee advisor for three years and an Independent Financial Advisor for three years and qualify for this forbearance agreement.
    - (2) **Compliance Obligations**. Not be subject to discipline as a result of a violation of the Compliance policies or procedures as set forth in the Compliance Policy Manual or other Manuals as defined in Section 3, of the Franchise Agreement. This discipline may include, but not be limited to, suspension, strict supervision, involuntary termination or otherwise “permitted to resign”.
    - (3) **Regulatory Obligations**. Not be the subject of an ongoing Compliance Rule related (i) investigation by Ameriprise Financial, the SEC, the FINRA, any of the other self-regulatory organizations, a state securities or insurance commissioner or regulatory authority; (ii) Ameriprise Financial client complaint; or (iii) adversary proceeding involving an Ameriprise Financial client or Ameriprise Financial. (Upon Advisor’s reasonable request, Ameriprise Financial may waive conditions 2(c)(ii) and (iii).)
  - C. **Return of Complete Files and Proprietary Materials**. Within five (5) business days after the date of the Termination Notice (including the date of such Notice), Independent Advisor agrees to return all original and copies of Client files and records and Ameriprise Financial proprietary materials, as defined in Section 19 of the Franchise Agreement, to the Advisor’s RVP designate or, if no designation is provided by Ameriprise Financial within five (5) business days, to Independent Advisor’s immediate Ameriprise Financial leader. Independent Advisor must comply with Ameriprise Financial’s client privacy policy, including, but not limited to, provisions related to Client files, records and/or information.  
  
To the extent consistent with privacy laws and Ameriprise Financial policies, in order to allow Independent Advisor to service portable products and to fulfill compliance duties, Advisor, upon consent of Ameriprise Financial as well as the Client, may retain copies of consolidated statements, financial plans, tax returns, advisor notes, insurance policies, Ameriprise Financial or Ameriprise Financial approved product

application and trust or other legal documents for the Client's Independent Advisor services at Ameriprise Financial, but may not retain copies of any Ameriprise Financial/American Express Company proprietary materials, or Ameriprise Financial/American Express Company trademarked, or copyrighted materials, software or property, as defined in the Agreement.

- D. Franchise Agreement Compliance. On and before the effective date of the termination of the Franchise Agreement between Ameriprise Financial and Independent Advisor, Independent Advisor shall comply fully with Section 18 (Obligations upon Termination or Expiration) of the Franchise Agreement.
- E. No Disparagement or Recruiting. Both before and after the effective date of the termination of the Franchise Agreement between Ameriprise Financial and Independent Advisor, Independent Advisor:
- (1) Must not disparage or defame Ameriprise Financial, its affiliates, advisors, employees and/or Products & Services. Independent Advisor understands that nothing contained in this Addendum limits Independent Advisor's ability to raise concerns internally at Ameriprise Financial according to established policies and procedures or file a charge or complaint with the Securities and Exchange Commission, or any other federal, state or local governmental regulatory or law enforcement agency.
  - (2) Must not recruit or solicit any other Ameriprise Financial independent contractor, employee or franchisee to terminate their respective relationship with Ameriprise Financial.
  - (3) Must continue to comply with Section 18 of the Franchise Agreement, to the extent such section requires Independent Advisor to meet obligations subsequent to the termination of the Franchise Agreement.
- F. No Pre-Termination Notification of or Solicitation of Clients. Departing Independent Advisor agrees not to notify clients of his or her termination, orally or in writing, on or prior to the effective date of termination. Further, any notice Independent Advisor does send to clients after the Independent Advisor's termination, announcing Independent Advisor's termination from Ameriprise Financial, must not be on Ameriprise Financial (or affiliated company) stationery or use Ameriprise Financial's Proprietary Marks, and may not be mailed in any envelope marked with any Ameriprise Financial Proprietary Marks. Independent Advisor also must not, prior to the effective date of termination, solicit or otherwise assist any Ameriprise Financial client to transfer Ameriprise Financial client assets from Ameriprise Financial to another broker/dealer, insurance company or investment advisor. In addition, from the date of notice up through and including the date of termination, Independent Advisor must also not communicate marketing events to or make appointments with clients which are scheduled to occur after the date of Independent Advisor's termination.
- G. Exception for Succession Planning Agreements. As to any clients or financial planning practices which Independent Advisor acquires from Ameriprise Financial or another Ameriprise financial advisor, for value paid, a direct or indirect interest, as defined in the Franchise Agreement or in a succession planning agreement, or similar agreement, this Addendum will not be effective for a period of three (3) years after Independent Advisor becomes an Ameriprise Financial Independent Advisor or three (3) years after the client acquisition takes place, whichever occurs later.
- H. Compliance with Addendum Mitigates Ameriprise Financial's Damage. Through Independent Advisor's timely and complete compliance with this Addendum, Independent Advisor will have mitigated, to the extent deemed reasonable by the parties hereto, the irreparable harm Ameriprise Financial would otherwise suffer through the Independent Advisor's violation of the Restrictive Covenant without compliance with this Addendum or the Restrictive Covenant.
- I. Remedies. Should Ameriprise Financial, before or after the effective date of Independent Advisor's termination of the Franchise Agreement, discover that the Independent Advisor:
- (1) has, in fact, not fully or timely complied with the provisions of paragraph C1-6; and, if applicable, paragraph C-8;
  - (2) has defamed or disparaged Ameriprise Financial in any manner;
  - (3) has recruited or solicited any other Ameriprise Financial employee or franchisee to terminate their respective relationship with Ameriprise Financial; or
  - (4) has otherwise breached the terms of the Franchise Agreement or this Addendum;
- then Ameriprise Financial shall be entitled to all remedies at law and equity including but not limited to

injunctive relief, actual, compensatory and punitive damages, and its reasonable attorneys' fees and costs.

- J. No Waiver. This Addendum does not modify, amend or otherwise alter any provision of the Franchise Agreement except the Restrictive Covenant set forth at Sections 19(B)(1) and (2) of the Franchise Agreement(s). This Addendum does not modify, amend, or otherwise alter Independent Advisor's obligations under Ameriprise Financial's client assignment policy. Should any court, arbitration panel or quasi-judicial body of competent jurisdiction determine that any provision of the Franchise Agreement or this Addendum is unenforceable or invalid, such a determination shall not render the Franchise Agreement or this Addendum, or any provision thereof, otherwise unenforceable or invalid.
- K. Primary Purpose of This Addendum. Ameriprise Financial and the Independent Advisor agree and acknowledge that (1) Ameriprise Financial has invested substantial sums and resources in the training, marketing and development of Independent Advisor, which has been to the benefit of Independent Advisor's business; and (2) in agreeing to this Addendum, the parties are intending to:
  - (1) protect the welfare and interests of Ameriprise Financial clients;
  - (2) protect both parties against disparagement and unfair competition;
  - (3) protect Ameriprise Financial's interests in its proprietary and confidential information and trademarks; and
  - (4) give Ameriprise Financial reasonable parity with the departing Advisor in competing for the continued business of the clients.
- L. Subject to State Law. All provisions of this Addendum 3-T are subject to state law.
- M. Effective Date. In witness of the provisions of this Addendum as described above Ameriprise Financial and Independent Advisor have entered into this Addendum with the understanding that it becomes effective on\_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum on the date first above written.

**Independent Advisor**

**Ameriprise Financial Services, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

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**ADDENDUM TO  
AMERIPRISE FINANCIAL SERVICES, LLC  
INDEPENDENT ADVISOR BUSINESS FRANCHISE AGREEMENT  
VETERAN ADVISOR RECRUITS**

PURPOSE: ADVISORS TRAINED OUTSIDE OF AMERIPRISE FINANCIAL WHO HAVE THEIR OWN CLIENT BASE WHICH IS NOT SUBJECT TO ANOTHER FIRM'S NON-COMPETE AGREEMENT

\_\_\_\_\_ (“Independent Advisor”) and Ameriprise Financial Services, LLC (“Ameriprise Financial”) agree as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, that the restrictive covenant set forth at Section 19B(1) and (2) of the Franchise Agreement (hereinafter, “Restrictive Covenant”) will (a) not apply to any client listed on the client list attached hereto as Exhibit 1; and (b) not apply to clients not listed on Exhibit 1, if Advisor meets the following conditions:

1. **FOURTEEN (14) DAYS' WRITTEN NOTICE**. Independent Advisor must provide Ameriprise Financial with at least fourteen (14) calendar days' written notice of the termination of the Independent Advisor Business Franchise Agreement (“Termination Notice”) in accordance with Section 23 of the Franchise Agreement, with a copy to be delivered personally to the Advisor's Regional Vice President (“RVP”), RVP designate, or if no designate is timely provided, to the Independent Advisor's immediate Ameriprise Financial leader, and, in either event, a copy, by facsimile or overnight mail, to Ameriprise Financial Corporate Office, Risk Mitigation Unit 1835. The fourteen-day period shall begin on the day written notice is received by Ameriprise Financial, including all required copies, and continue through and include the fourteenth (14) day.
2. As of the date of the Termination Notice, Independent Advisor must:
  - A. **Compliance Obligations**. Not be subject to discipline as a result of a violation of the policies and procedures set forth in the Compliance Policy Manual and other Manuals as defined in Section 3 of the Franchise Agreement. This discipline may include, but not be limited to, suspension, strict supervision, involuntary termination or otherwise “permitted to resign”.
  - B. **Regulatory Obligations**. Not be the subject of an ongoing Compliance Rule related (i) investigation by Ameriprise Financial, the SEC, FINRA, any of the other self-regulatory organizations, a state securities or insurance commissioner or regulatory authority; (ii) Ameriprise Financial client complaint; or (iii) adversary proceeding involving an Ameriprise Financial client or Ameriprise Financial. (Upon Advisor's reasonable request, Ameriprise Financial may waive conditions 2(c)(ii) and (iii).)
3. **RETURN OF COMPLETE FILES AND PROPRIETARY MATERIALS**. Within five (5) business days after the date of the Termination Notice (including the date of such Notice), Independent Advisor must return all original and copies of client files and records and Ameriprise Financial proprietary materials, as defined in Section 19 of the Franchise Agreement, to the Advisor's RVP designate or, if no designation is provided by Ameriprise Financial within five (5) business days, to the Independent Advisor's immediate Ameriprise Financial leader. Independent Advisor must comply with Ameriprise Financial's client privacy policy, including, but not limited to, provisions related to client files, records and/or information.  
  
To the extent consistent with privacy laws and Ameriprise Financial policies, in order to allow Independent Advisor to service portable products and to fulfill compliance duties, Independent Advisor, upon consent of Ameriprise Financial as well as the Client, may retain copies of consolidated statements, financial plans, tax returns, advisor notes, insurance policies, Ameriprise Financial or Ameriprise Financial approved product applications and trust or other legal documents for the clients the Advisor serviced at Ameriprise Financial, but may not retain copies of any Ameriprise Financial/American Express Company proprietary materials, or Ameriprise Financial/American Express Company trademarked, or copyrighted materials, software or property, as defined in the Franchise Agreement.
4. **FRANCHISE AGREEMENT COMPLIANCE**. On and before the effective date of the termination of the Franchise Agreement between Ameriprise Financial and Independent Advisor, Independent Advisor shall comply fully with Section 18 (Obligations upon Termination or Expiration) of the Franchise Agreement.
5. **NO DISPARAGEMENT OR RECRUITING**. Both before and after the effective date of the termination of the Franchise Agreement between Ameriprise Financial and Independent Advisor, Independent Advisor:

- A. Must not disparage or defame Ameriprise Financial, its affiliates, advisors, employees and/or Products & Services. Independent Advisor understands that nothing contained in this Addendum limits Independent Advisor's ability to raise concerns internally at Ameriprise Financial according to established policies and procedures or file a charge or complaint with the Securities and Exchange Commission, or any other federal, state or local government regulatory or law enforcement agency.
  - B. Must not recruit or solicit any other Ameriprise Financial independent contractor, employee or franchisee to terminate their respective relationship with Ameriprise Financial.
  - C. Must continue to comply with Section 18 of the Franchise Agreement, to the extent such section requires Independent Advisor to meet obligations subsequent to the termination of the Franchise Agreement.
6. NO PRE-TERMINATION NOTIFICATION OR SOLICITATION OF CLIENTS. Departing Independent Advisor agrees not to notify clients of their termination, orally or in writing, on or prior to the effective date of termination. Further, any notice Independent Advisor does send to clients after the Independent Advisor's termination, announcing Independent Advisor's termination from Ameriprise Financial, must not be on Ameriprise Financial (or affiliated company) stationery or use Ameriprise Financial's Proprietary Marks, and may not be mailed in any envelope marked with any Ameriprise Financial Proprietary Marks. Independent Advisor also must not, prior to the effective date of termination, solicit or otherwise assist any Ameriprise Financial client to transfer Ameriprise Financial client assets from Ameriprise Financial to another broker/dealer, insurance company or investment advisor. In addition, from the date of notice up through and including the date of termination, Independent Advisor must also not communicate marketing events to or make appointments with clients which are scheduled to occur after the date of Independent Advisor's termination.
7. EXCEPTION FOR SUCCESSION PLANNING AGREEMENTS. As to any clients or financial planning practices which Independent Advisor acquires from Ameriprise Financial or another Ameriprise financial advisor, for value paid, a direct or indirect interest, as defined in the Franchise Agreement or in a succession planning agreement, or similar agreement, this Addendum will not be effective for a period of three (3) years after Independent Advisor becomes an Ameriprise Financial Independent Advisor or three (3) years after the client acquisition takes place, whichever occurs later.
8. COMPLIANCE WITH ADDENDUM MITIGATES AMERIPRISE FINANCIAL'S DAMAGE. Through Independent Advisor's timely and complete compliance with this Addendum, Independent Advisor will have mitigated, to the extent deemed reasonable by the parties hereto, the irreparable harm Ameriprise Financial would otherwise suffer through the Independent Advisor's violation of the Restrictive Covenant without compliance with this Addendum or the Restrictive Covenant.
9. REMEDIES. Should Ameriprise Financial, before or after the effective date of Independent Advisor's termination of the Franchise Agreement, discover that the Independent Advisor:
- A. has, in fact, not fully or timely complied with the provisions of paragraphs 1-6 and, if applicable, paragraph 7; or
  - B. has defamed or disparaged Ameriprise Financial in any manner; or
  - C. has recruited or solicited any other Ameriprise Financial employee or franchisee to terminate their respective relationship with Ameriprise Financial; or
  - D. has otherwise breached the terms of the Franchise Agreement or this Addendum;
- then Ameriprise Financial shall be entitled to all remedies at law and equity including but not limited to injunctive relief, actual, compensatory and punitive damages; and its reasonable attorneys' fees and costs.
10. WAIVER. This Addendum does not modify, amend or otherwise alter any provision of the Franchise Agreement except the Restrictive Covenant set forth at Sections 19B (1) and (2) of the Franchise Agreement(s). This Addendum does not modify, amend, or otherwise alter Independent Advisor's obligations under Ameriprise Financial's client assignment policy. Should any court, arbitration panel or quasi-judicial body of competent jurisdiction determine that any provision of the Franchise Agreement or this Addendum is unenforceable or invalid, such a determination shall not render the Franchise Agreement or this Addendum, or any provision thereof, otherwise unenforceable or invalid.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum on the date first above written.

**Independent Advisor**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

**Ameriprise Financial Services, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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# EXHIBIT 1 TO ADDENDUM 3-V

## VETERAN ADVISOR RECRUITS

This is Exhibit 1 of Addendum 3-V to the Ameriprise Financial Services, LLC Independent Advisor Business Franchise Agreement by and between Ameriprise Financial Services, LLC (“Ameriprise Financial”) and \_\_\_\_\_ (“Independent Advisor”).

This Exhibit 1 to Addendum 3-V shall have no impact on any contract or restrictive covenant which Independent Advisor may have with another company. Independent Advisor understands that such obligations, if any, are Independent Advisor’s obligation to consider without assistance or input from Ameriprise Financial.

Independent Advisor certifies that each of the individuals/entities listed on the attached client list is a client of Independent Advisor as of the date Independent Advisor signs Addendum 3-V. This Exhibit 1 to Addendum 3-V consists of this cover document and the attached list of clients (to be dated and signed by Ameriprise Financial and Independent Advisor).

Dated: \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

### Independent Advisor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

### Ameriprise Financial Services, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**ADDENDUM TO  
AMERIPRISE FINANCIAL SERVICES, LLC  
INDEPENDENT ADVISOR BUSINESS FRANCHISE AGREEMENT  
ASSOCIATE FINANCIAL ADVISOR**

Ameriprise Financial Services, LLC (“Ameriprise Financial”) and Independent Advisor are parties to the Ameriprise Financial Services, LLC Independent Advisor Business Franchise Agreement (“Agreement”).

WHEREAS, this Addendum defines Independent Advisor’s relationship contracting or employing Associate Financial Advisor, \_\_\_\_\_ (“Associate Financial Advisor”).

NOW THEREFORE, in mutual consideration of the terms set forth in this Addendum, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to as follows:

1. **SUPPLEMENT TO AGREEMENT.** This Addendum to the Agreement shall supplement the terms of the Agreement. In the event of any inconsistency between this Addendum and the Agreement, this Addendum shall control.
2. **SCOPE OF ADDENDUM.** This Addendum defines Independent Advisor’s ability to hire Associate Financial Advisor to assist Independent Advisor in operating the Independent Financial Advisor Business, including, but not limited to, offering financial planning Products & Services authorized by Ameriprise Financial to Clients and prospective Clients.
3. **DEFINITIONS.** For purposes of this Addendum, the terms listed below have the special meanings shown. Other capitalized terms used in this Addendum shall have the meanings ascribed to them in the Agreement.
  - A. “Associate Financial Advisor” means an individual whose licenses and registrations are sponsored by Ameriprise Financial but who is the employee or independent contractor of Independent Advisor signing this Addendum.
4. **RESPONSIBILITIES OF INDEPENDENT ADVISOR.**
  - A. Independent Advisor agrees that Associate Financial Advisor is his/her employee or independent contractor and not the employee or independent contractor of Ameriprise Financial. Independent Advisor further agrees that he/she will not represent to Associate Financial Advisor or to any third-party that Associate Financial Advisor is employed by Ameriprise Financial.
  - B. Independent Advisor agrees to treat Associate Financial Advisors who have never been licensed and registered as an agent of a broker-dealer or an investment adviser, as a non-exempt employee for a period of at least six weeks after Associate Financial Advisor has been appointed and fully licensed.
  - C. Independent Advisor agrees to ensure Associate Financial Advisor fully complies with the terms of the Ameriprise Financial Services, LLC Associate Financial Advisor Affiliation Agreement between Ameriprise Financial and Associate Financial Advisor, and with all policies and procedures of Ameriprise Financial, as set forth in the Manuals.
  - D. Independent Advisor agrees that he/she will not permit Associate Financial Advisor to perform any of the following activities until Associate Financial Advisor obtains all applicable and required licenses, registrations, state insurance and securities licenses, and Associate Financial Advisor is appointed as an Associate Financial Advisor with Ameriprise Financial:
    - (1) Solicit applications for Ameriprise Financial Products & Services;
    - (2) Interview Clients;
    - (3) Sell Products;
    - (4) Sell or provide Services;
    - (5) Conduct Client data gathering;
    - (6) Contact Clients or prospective Clients by phone, fax, mail, e-mail or in person;
    - (7) Hold out to the public as an Associate Financial Advisor or a registered representative of Ameriprise Financial;
    - (8) Distribute business cards identifying themselves as an Associate Financial Advisor or registered representative of Ameriprise Financial;

- (9) Describe Products or Services to Clients or prospective Clients;
- (10) Send sales literature on Products or Services to Clients or prospective Clients;
- (11) Conduct initial interviews with prospective Clients; or
- (12) Any other activities that require licensing, registration and appointment

Violation of this provision may result in termination of this Addendum as well as default and/or termination under the terms of the Agreement.

- E. Independent Advisor agrees to ensure that Associate Financial Advisor's activities are supervised by a Registered Principal, who cannot be the contracting or employing Independent Advisor, and by Independent Advisor, as set forth in the Manuals.
- F. Independent Advisor agrees to indemnify and hold Ameriprise Financial, its affiliates and respective officers, employees and agents harmless from any penalties, fines, costs, damages or attorney's fees that might arise in connection with any lawsuits, judgments, charges, complaints, settlements or other actions arising out of Associate Financial Advisor's relationship with Independent Advisor, including but not limited to, damages arising out of Associate Financial Advisor's actions or inactions.
- G. Independent Advisor agrees to pay Ameriprise Financial all costs and fees specified in the Associate Financial Advisor Program Policy, as set forth in the Manuals.
- H. Independent Advisor agrees to comply with all federal and state securities and insurance laws and regulations, and Independent Advisor further agrees to comply with all applicable federal, state and local laws, ordinances and regulations, including but not limited to, the Americans with Disabilities Act, employment and labor laws (e.g., regarding wage and hour requirements, hiring and firing, compensation, training and supervision, discipline, record-keeping, unemployment compensation and worker's compensation, etc.), and tax laws.
- I. To satisfy SEC book and records requirements, Independent Advisor understands and agrees he/she must maintain documentation of any and all compensation agreements with Associate Financial Advisor, including but not limited to, job description, full or part time status, hours worked, base pay, bonus structure, and any other compensation related items (including a description of any non-monetary compensation and/or items received with an estimated value), between Independent Advisor and Associate Financial Advisor. Independent Advisor further understands that compensation agreements must be updated each time a change is made in compensation.
- J. Independent Advisor also agrees to maintain records of any and all compensation paid to Associate Financial Advisors and to produce such records within 24 hours of any request from Ameriprise Financial.

#### 5. RESPONSIBILITIES OF AMERIPRISE FINANCIAL.

- A. Ameriprise Financial agrees to sponsor Associate Financial Advisor's licenses and registrations with FINRA and applicable state securities and insurance authorities for the term of this Addendum during which Associate Financial Advisor is contracted or employed by Independent Advisor.
- B. Ameriprise Financial agrees to appoint Associate Financial Advisor to the appropriate insurance producers.
- C. Ameriprise Financial agrees to credit Independent Advisor the Gross Dealer Concession generated by the activities of Associate Financial Advisor during the term of this Addendum.

#### 6. ADDITIONAL UNDERSTANDINGS.

- A. Independent Advisor acknowledges that Ameriprise Financial will not appoint any Associate Financial Advisor until Associate Financial Advisor has satisfied any and all debt and/or obligations Associate Financial Advisor has with Ameriprise Financial and its affiliates. Additionally, Independent Advisor acknowledges and agrees that Ameriprise Financial may terminate the Ameriprise Financial Services, LLC Associate Financial Advisor Affiliation Agreement and Associate Financial Advisor's licenses and registrations in the event Associate Financial Advisor fails to satisfy any debt and/or other obligations he or she may have with Ameriprise Financial or its affiliates.
- B. Independent Advisor acknowledges and agrees that Ameriprise Financial may offer an Ameriprise Financial franchise to Associate Financial Advisor, as set forth in the Manuals.
- C. Independent Advisor acknowledges that Independent Advisor must maintain an acceptable compliance record as determined by Ameriprise Financial Corporate Compliance during the term of this Addendum.

- D. Independent Advisor acknowledges that he/she may reallocate his/her rights to Compensation Independent Advisor has under the Agreement to Associate Financial Advisor in a separate agreement, as long as: (i) any Transfer complies with Section 14 of the Franchise Agreement; (ii) the compensation arrangement and/or separate agreement is consistent with the requirements contained in the Manuals; (iii) the Parties are responsible for the enforcement of the agreement and Ameriprise Financial will not be responsible to enforce or follow contested terms in any such agreement; and (iv) any disagreements be handled by the Parties without Ameriprise Financial involvement.
- E. Independent Advisor understands and agrees that notwithstanding any covenants not to compete he or she may have entered into with Associate Financial Advisor, Ameriprise Financial will honor a Client's choice when assigning Client(s) to a financial advisor, including but not limited to, an Associate Financial Advisor.
- F. Independent Advisor understands that the Associate Financial Advisor Program may be amended, modified or terminated by Ameriprise Financial, in Ameriprise Financial's sole discretion.

## 7. TERMINATION.

A. This Addendum will immediately terminate in the event of:

- (1) Independent Advisor's and/or Associate Financial Advisor's death or retirement;
- (2) Independent Advisor's and/or Associate Financial Advisor's total and permanent disability;
- (3) Cancellation or non-renewal of any license, registration or bond Independent Advisor is required to hold pursuant to federal, state or local law, ordinance or regulation, or as required by a regulatory agency (e.g., SEC, FINRA, etc.), and/or Ameriprise Financial policy or this Addendum;
- (4) Independent Advisor's violation of any provision of this Addendum or the Agreement;
- (5) Termination of the relationship between Independent Advisor and Associate Financial Advisor, for any reason; or
- (6) Associate Financial Advisor's violation of any provision of the Ameriprise Financial Services, LLC Associate Financial Advisor Affiliation Agreement.

B. This Addendum may be terminated by either party with or without cause at any time and for any reason.

C. Independent Advisor agrees that he or she will terminate Associate Financial Advisor if, for any reason, Ameriprise Financial terminates this Addendum and/or required licenses, registrations, and applicable state securities and insurance licenses of Associate Financial Advisor.

D. Independent Advisor agrees to promptly notify Ameriprise Financial, in writing, if Associate Financial Advisor's relationship with Independent Advisor is terminated, for any reason. Independent Advisor agrees to provide such notice to Independent Advisor's Regional Vice President ("RVP") designate, or if no designate is timely provided, to Independent Advisor's immediate Ameriprise Financial leader within five days of the date the relationship terminates to ensure Associate Financial Advisor's licenses and registrations are terminated in a timely manner. Terminations based on alleged violations of securities or insurance laws or alleged criminal activity must be reported immediately.

E. Termination Claims. Upon termination or expiration of this Addendum, Independent Advisor agrees that Independent Advisor shall have no claims against Ameriprise Financial for earnings, profits or anticipated profits. Independent Advisor further agrees that Independent Advisor shall have no claim for a refund or reimbursement of any amounts Independent Advisor has advanced and/or expenses Independent Advisor has paid or incurred in connection with Independent Advisor's responsibilities under this Addendum or for any other reason.

## 8. MISCELLANEOUS.

A. Amendments. No amendment to, or modification of, this Addendum, or any part thereof, will be binding upon the Parties hereto unless made in writing and signed by the Parties and/or by their authorized officers or agents.

- B. Waiver. No delay or omission in the exercise of any right or remedy under this Addendum shall impair such right or remedy or be construed as a waiver of any breach. Any waiver by Ameriprise Financial of any provision(s) of this Addendum will apply only to that provision, not to any other part of this Addendum. A waiver is effective only when in writing and signed by an authorized officer of Ameriprise Financial.
  - C. Severability. If the laws of any state prohibit any provision of this Addendum, such laws will apply only to such provision, not to any other part of this Addendum. The other provisions of this Addendum will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
  - D. Ameriprise Financial and Independent Advisor both acknowledge that no oral or written representations were made regarding this Addendum that are not set forth in this Addendum.
9. EFFECTIVE DATE. In witness of the provisions of this Addendum as described above, the Parties have entered into this Addendum with the understanding that it becomes effective on \_\_\_\_\_, \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum on the date first above written.

**Independent Advisor**

**Ameriprise Financial Services, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_



**ADDENDUM TO  
AMERIPRISE FINANCIAL SERVICES, LLC  
INDEPENDENT ADVISOR BUSINESS FRANCHISE AGREEMENT**

**FRANCHISE CONSULTANT**

This Franchise Consultant Services Addendum (“Addendum”) hereby amends the existing Ameriprise Financial Services, LLC Independent Advisor Business Franchise Agreement (“Agreement”), by and between Ameriprise Financial Services, LLC (“Ameriprise Financial”) and the undersigned Independent Advisor (collectively, the “Parties”), and shall be effective as of the Effective Date. All terms, provisions and conditions of the Agreement, together with any other addenda and attachments, all of which are incorporated herein by reference, shall continue in full force and effect and are unchanged except as expressly amended hereby.

1. **DEFINITIONS.** For purposes of this Addendum, the terms listed below shall have the special meanings shown. Other capitalized terms used herein shall have the meanings ascribed to them in the Agreement.
  - A. “Franchise Consultant” means an Independent Advisor who meets the minimum standards for eligibility as a Franchise Consultant, as set forth by the Ameriprise Financial Franchise Consultant Program, and is currently approved by Ameriprise Financial to offer franchise consulting services.
2. **SCOPE.** This Addendum: (1) establishes Independent Advisor’s enrollment in the Ameriprise Financial Franchise Consultant Program (the “Program”); (2) identifies Independent Advisor’s role as a Franchise Consultant of the Program; and (3) sets forth the terms and conditions upon which Independent Advisor may offer and provide franchise consulting services during the Term of the Agreement.
3. **FRANCHISE CONSULTANT PROGRAM.**
  - A. **Franchise Consultant Fee.** In consideration of administrative costs, quality assurance monitoring and training resources made available to Independent Advisor and Independent Advisor’s Consultees (defined below), Independent Advisor acknowledges and agrees to pay Ameriprise Financial a fee for participation in the Program (“Franchise Consultant Fee”), as set forth in the Manuals. As part of the Franchise Consultant Fee, Independent Advisor will have the option to attend the Program’s annual leadership conference with conference fees and travel expenses paid by the Program.
  - B. **Program Policies and Standards.** Independent Advisor acknowledges and agrees to abide by all current policies, procedures and standards of the Program, as established by Ameriprise Financial and Franchise Consultant Services, which may be amended from time to time.
  - C. Ameriprise Financial reserves the right, in its sole discretion, to revise or discontinue the Program at any time.
4. **SERVICES.**
  - A. Independent Advisor, in Independent Advisor’s role as a Franchise Consultant, shall offer and provide certain franchise consulting services to other Independent Advisors (“Consultees”) for a fee. The services may include, without limitation: business planning and marketing, coaching, recruitment and training and succession planning (“Services”).
  - B. Independent Advisor acknowledges and agrees that Ameriprise Financial is not responsible for arranging franchise consulting relationships for or on behalf of Independent Advisor.
  - C. **Compliance with the Law.** Independent Advisor acknowledges and agrees to comply with all laws, ordinances, regulations and rules of all applicable federal, state and local governmental, regulatory and self-regulatory agencies, as well as all policies, procedures, requirements and standards of Ameriprise Financial, or those set forth in the agreements between Ameriprise Financial and Independent Advisor, in performing the Services under this Addendum.
5. **TERM.** The term of this Addendum shall commence upon the Effective Date, notwithstanding the date of execution, and shall continue in effect until terminated, as provided in Section 8 (“Term”).



6. COMPENSATION.

- A. In consideration of Independent Advisor's performance of the Services, Independent Advisor, in Independent Advisor's role as a Franchise Consultant, shall receive compensation from Consultees according to the arrangement set forth in each respective Franchise Consultant Services Form submitted and processed through the systems of Ameriprise Financial.
- B. Independent Advisor acknowledges and agrees that Ameriprise Financial is not liable for any compensation due and owed to Independent Advisor, in Independent Advisor's role as a Franchise Consultant, by any Consultee.
- C. Bonuses and Incentives. From time to time, the Program, at its sole discretion, may provide bonuses and/or other incentives, as set forth in the Manuals.

7. SUSPENSION. In the event Independent Advisor is suspended pursuant to Section 16 of the Agreement, this Addendum shall automatically suspend as of the same date. If Independent Advisor's Agreement is reinstated, Ameriprise Financial, in its sole discretion, shall determine whether Independent Advisor may continue offering franchise consulting services.

8. TERMINATION.

- A. Automatic Termination. This Addendum shall automatically terminate in the event of Independent Advisor's:
  - (1) Cancellation or non-renewal of any bond, certificate, license or registration that Independent Advisor is required to hold pursuant to federal or state law, by FINRA, the SEC or other administrative agency, state securities regulator, state insurance commissioner or any other governmental or regulatory agency, or the Agreement.
  - (2) Death or permanent disability.
  - (3) Failure to meet the minimum standards of the Program.
  - (4) Retirement.
  - (5) Voluntary or involuntary bankruptcy or insolvency proceedings.
  - (6) Voluntary or involuntary termination of Independent Advisor's Agreement.
- B. Independent Advisor may, with or without cause, terminate this Addendum upon fourteen (14) days' prior written notice to Ameriprise Financial, pursuant to Section 23 of the Agreement. Notice under this provision shall be delivered to Ameriprise Financial Franchise Consultant Services and Independent Advisor's Field Risk Manager ("FRM") or FRM designate.
- C. Ameriprise Financial may, with or without cause, immediately terminate this Addendum at any time and for any reason.
- D. During the Term of this Addendum and at all times thereafter, Independent Advisor agrees to not disparage Ameriprise Financial or any of its affiliates, including without limitation, its agents, employees or independent contractors, and Products & Services, or take any action that could damage the goodwill of Ameriprise Financial. Independent Advisor understands that nothing contained in this Addendum limits Independent Advisor's ability to raise concerns internally at Ameriprise Financial according to established policies and procedures or file a charge or complaint with the Securities and Exchange Commission, or any other federal, state or local governmental regulatory or law enforcement agency.

9. CONFIDENTIALITY.

- A. Independent Advisor acknowledges and agrees that in the course of providing Services under this Addendum, Independent Advisor will have access to certain confidential and/or proprietary information and materials relating to the business of Ameriprise Financial, which is not generally and readily available to the public (whether or not such information is marked "confidential"), including information regarding the operational, marketing and sales methods and techniques of Ameriprise Financial and the System, which may include, without limitation:
  - (1) Collaboration with field leadership, including quarterly one-on-ones with FFVPs, and regular touchpoints with field leadership and other franchise consultants;
  - (2) Marketing and networking opportunities, including the ability to develop consultancy branding, the ability to market consultancy services to franchisees, invitations to corporate and field partnership networking opportunities (e.g., co-branding, co-presenting and/or event invitations, etc.), and access to the Ameriprise Financial Marketplace with conference events at internal business partner rates;
  - (3) Operational metrics and resources, including access to various consultancy reports (e.g.,

*AdvisorCompass*® reports for Consultees and dashboard resources), planning support from senior leadership for consultancy meetings, and corporate office administrative support for billing of consultant fees;

- (4) Training and development, including access to franchise consultant-only communications and training forums, and an invitation to the Program's annual leadership conference; and
- (5) Incentives and recognition, including the ability to participate in the Franchise Consultant Bonus Program and other recognition programs, the ability to earn crystal credit for the Circle of Success Program, and eligibility for the Artie Award and Premier Franchise Consultant Award.

(collectively, "Confidential Information").

B. Independent Advisor acknowledges and agrees that the Confidential Information has great value to Ameriprise Financial. Independent Advisor further acknowledges and agrees that because of Independent Advisor's access, Independent Advisor is in a position of trust and confidence with respect to this information. Independent Advisor agrees to hold all Confidential Information in the strictest confidence. Independent Advisor agrees that unauthorized disclosure to a third party or misuse of the Confidential Information would cause severe and irreparable harm to Ameriprise Financial.

C. During the Term of this Agreement and at all times thereafter, except pursuant to written consent or written policy of Ameriprise Financial:

- (1) Independent Advisor acknowledges and agrees that Independent Advisor is responsible for the safekeeping of all Confidential Information. Independent Advisor shall exercise the highest degree of care in safekeeping Confidential Information against loss, theft or other inadvertent disclosure, and shall abide by Ameriprise Financial's policies and procedures for the proper safekeeping of Confidential Information.
- (2) All Confidential Information is and shall remain the sole and exclusive property of Ameriprise Financial. All rights to Confidential Information that Independent Advisor creates or prepares in connection with Independent Advisor's Services under this Addendum are hereby assigned to Ameriprise Financial. Independent Advisor shall not reproduce or allow the reproduction of Confidential Information in any manner whatsoever.
- (3) Independent Advisor shall not, directly or indirectly, communicate, disclose, reveal or use in any manner any Confidential Information (including this Addendum), whether for himself/herself, except for the purposes of performing Services under this Addendum and in accordance with Ameriprise Financial's policies and for no other purpose, or for the benefit of any other person, association, corporation or partnership. Independent Advisor further agrees to not use any Confidential Information in a manner that is adverse to the interests of Ameriprise Financial. Confidential Information does not include information that is generally known outside of Ameriprise Financial other than as a result of a disclosure by Ameriprise Financial's agents or representatives, or any other person or entity in breach of any contractual, fiduciary or legal obligation of confidentiality to Ameriprise Financial or to any other person or entity with respect to such information, including Independent Advisor.
- (4) Independent Advisor agrees that the identity of Clients or prospective Clients, including, but not limited to: Client names, addresses, telephone numbers, electronic addresses, and financial and personal data and information is and will always remain Confidential Information. Independent Advisor further agrees that Independent Advisor will not take or use any such Confidential Information upon the expiration or termination of this Addendum. Independent Advisor will not reveal any information about prospective Clients to whom a presentation has been made by an advisor or who might reasonably be expected to do business with Ameriprise Financial. Independent Advisor acknowledges and agrees that Ameriprise Financial is legally obligated to maintain the confidentiality and privacy of Client information.
- (5) Upon expiration or termination of this Addendum, Independent Advisor shall immediately deliver and return to Ameriprise Financial: (i) any and all Confidential Information (both originals and all copies thereof) in Independent Advisor's possession, custody or control; and (ii) any and all documents and work product shall become and remain the sole and exclusive property of Ameriprise Financial, to be used in such manner and for such purpose as Ameriprise Financial may choose.
- (6) Independent Advisor agrees to abide by the terms of the Ameriprise Financial Confidentiality Agreement, and Independent Advisor further agrees to execute such agreement at the same time this Addendum is executed.

10. **INDEMNIFICATION.** Independent Advisor acknowledges and agrees to indemnify and hold Ameriprise Financial and its officers, employees and agents harmless from and against any and all claims, costs, damages, fines, liabilities, losses, penalties and other expenses (including attorney's fees and expert witness costs and fees) arising from or relating to any action or inaction of Independent Advisor in Independent Advisor's role as a Franchise Consultant.
11. **NON-SOLICITATION.** Independent Advisor acknowledges and agrees, in express consideration for: (1) the various benefits provided to Independent Advisor in conjunction with this Addendum; and (ii) the terms of this Addendum, all of which provide Independent Advisor with significant and valuable consideration and which Independent Advisor would not otherwise be entitled to absent execution of this Addendum, that:
- (1) During the Term of this Addendum and for a period of one (1) year following the expiration or termination thereof, Independent Advisor will not, directly or indirectly, for oneself or through, on behalf of or in conjunction with any person or entity:
- i. Solicit, participate, encourage or assist (collectively, "solicit"), or attempt to solicit any Client that Independent Advisor contacted, learned of or serviced, whether business or consumer, while operating under this Addendum, to terminate an agreement with Ameriprise Financial, or to terminate, surrender, redeem or cancel any Products & Services purchased, ordered, obtained or acquired from or through Ameriprise Financial, or any of its affiliates, Issuers or any registered representative subject to the System, without the prior written approval and consent of Ameriprise Financial, except as set forth in the Manuals;
  - ii. Solicit any actual or prospective Client, whether business or consumer, that Independent Advisor contacted, learned of or serviced in connection with providing the Services under this Addendum, for the purpose of opening an account other than an Ameriprise Financial account or to sell any product or service, including but not limited to, any financial, insurance or investment product or service, the type of which is offered by Ameriprise Financial, other than through Ameriprise Financial, without the prior written approval and consent of Ameriprise Financial; and/or
  - iii. Solicit, recruit, encourage, or attempt to solicit, recruit or encourage any person who is at that time affiliated, associated or employed with Ameriprise Financial as an Independent Advisor, independent contractor or agent to terminate their affiliation, association or employment with Ameriprise Financial.
12. **RELATIONSHIP OF THE PARTIES.** Independent Advisor acknowledges and agrees that nothing in this Addendum, as it pertains to the Program, shall create or be construed to create an agency, employee, independent contractor, joint venture or partnership between Ameriprise Financial and Independent Advisor.
13. **REMEDIES.** Independent Advisor acknowledges and agrees that a violation of any provision(s) in paragraph 8(D) of the Termination section, in paragraphs 9(B) and 9(C) of the Confidentiality section or in paragraphs 11(A) or 11(B) of the Non-Solicitation section will result in substantial damage and injury to Ameriprise Financial, the precise amount of which will be difficult to quantify, and therefore, Independent Advisor agrees to pay Ameriprise Financial the sum of one percent (1%) of all client assets transferred from accounts held with Ameriprise Financial or for any damage or loss resulting from said breach, as a fair and reasonable amount of liquidated damages to compensate Ameriprise Financial for said damage or loss. Independent Advisor shall pay any liquidated damages amount owed within thirty (30) days of demand. Independent Advisor further agrees that payment of liquidated damages is in addition to any other relief that Ameriprise Financial may be entitled, including, without limitation: damages, injunctive relief, remedies or rights available at law or in equity, or under any other agreement or section of this Addendum.
14. **MISCELLANEOUS.**
- A. **Amendments.** No amendment to or modification of this Addendum, or any part thereof, shall be binding upon the parties hereto unless made in writing and signed by Independent Advisor and an authorized representative of Ameriprise Financial.
  - B. **Assignment.** Neither this Addendum nor any obligations or rights under this Addendum may be assigned, delegated or otherwise transferred, in whole or in part, by Independent Advisor without Ameriprise

Financial's express written consent.

- C. Entire Agreement. This Addendum, along with any attachments and exhibits incorporated herein, constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and it supersedes and terminates all prior agreements, negotiations, promises and representations, whether oral or written, between the parties hereto with respect to the Franchise Consultant role.
- D. Incorporation. This Addendum shall be incorporated into and made a part of the Agreement, and all provisions of the Agreement not expressly amended or modified hereby shall remain in full force and effect.
- E. Interpretation. The headings set forth in this Addendum are for convenience purposes only and shall not affect the interpretation or meaning of this Addendum. To the extent any of the terms or conditions contained in this Addendum conflict or contradict any of the terms of conditions of the Agreement, this Addendum shall control.
- F. Severability. If any provision of this Addendum is held, in whole or in part, to be invalid or unenforceable for any reason, all other provisions of this Addendum shall be unimpaired and will nevertheless continue in full force and effect, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- G. Waiver. No delay or omission in the exercise of any remedy or right under this Addendum shall impair such remedy or right or be construed as a waiver of any breach. Any waiver by Ameriprise Financial of any provision(s) of this Addendum will apply only to that provision, not to any other part of this Addendum. A waiver is effective only when in writing and signed by an authorized representative of Ameriprise Financial.
- H. Effective Date. The effective date of this Addendum is \_\_\_\_\_ ("Effective Date").

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum in duplicate on the date first above written.

**Independent Advisor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Social Security No.: \_\_\_\_\_  
Advisor No.: \_\_\_\_\_

**Ameriprise Financial Services, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*Each signing party should retain an original agreement.*

**ADDENDUM TO  
AMERIPRISE FINANCIAL SERVICES, LLC  
INDEPENDENT ADVISOR BUSINESS FRANCHISE AGREEMENT  
FEE WAIVER**

Ameriprise Financial Services, LLC (“Ameriprise Financial”) and Independent Advisor are parties to the Ameriprise Financial Services, LLC Independent Advisor Business Franchise Agreement (“Agreement”) and hereby agree as follows:

1. SUPPLEMENT TO AGREEMENT. This Addendum to the Agreement (“Addendum”) shall supplement the terms of the Agreement. In the event of any inconsistency between this Addendum and the Agreement, this Addendum shall control.
2. In Section 4 of the Agreement, under the heading “FEES AND COMPENSATION”, the paragraph entitled “Initial Fee”, shall be replaced with the following:
  - A. Initial Fee. In consideration of employee’s current status as an Ameriprise Financial employee and the employee’s job elimination, Ameriprise Financial agrees to waive Independent Advisor’s Initial Fee of One Thousand Five Hundred Dollars (\$1,500).
3. EFFECTIVE DATE. The parties hereto have entered into this Addendum with the understanding that it becomes effective on \_\_\_\_\_ (“Effective Date”).

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum on the date first above written.

**Independent Advisor**

**Ameriprise Financial Services, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

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**EXHIBIT B**  
**STATE ADDENDA**

The Ameriprise Financial Franchise Disclosure Document is modified as follows, and any applicable subsequent state law addendum may supersede, to the extent then required by applicable and enforceable state law, certain provision(s) of the Franchise Agreement and the Franchise Disclosure Document, dated March 26, 2024.

**CALIFORNIA**

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000—31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000—20043 applies, the terms of this Addendum apply. If any provisions of the Franchise Agreement or Franchise Disclosure Document are inconsistent with California law, California law will apply.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

OUR WEB SITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEB SITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT [www.dfpi.ca.gov](http://www.dfpi.ca.gov).

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

NO STATEMENT, QUESTIONNAIRE, OR ACKNOWLEDGEMENT SIGNED OR AGREED TO BY YOU IN CONNECTION WITH THE COMMENCEMENT OF THE FRANCHISE RELATIONSHIP SHALL HAVE THE EFFECT OF: (I) WAIVING ANY CLAIMS UNDER ANY APPLICABLE STATE FRANCHISE LAW, INCLUDING FRAUD IN THE INDUCEMENT; OR (II) DISCLAIMING RELIANCE ON ANY STATEMENT MADE BY US, ANY FRANCHISE SELLER, OR ANY OTHER PERSON ACTING ON OUR BEHALF. THIS PROVISION SUPERSEDES ANY OTHER TERM OF ANY DOCUMENT EXECUTED IN CONNECTION WITH THE FRANCHISE.

**Item 3, Additional Disclosure(s):**

Neither we nor any person or franchise broker disclosed in Item 2 of the Disclosure Document is subject to any currently effective order of any National Securities Association or National Securities Exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C. § 78a, et seq., suspending or expelling such persons from membership in this association or exchange.

**Item 17, Additional Disclosure(s):**

The Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code § 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§ 31000—31516). Business and Professions Code § 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§ 20000—20043).

California Business and Professions Code §§ 20000—20043 establishes your rights concerning termination, transfer or non-renewal of the franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101, et seq.).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement requires application of the laws of Minnesota. This provision may not be enforceable under California law.

Item 19, Additional Disclosure(s):

Any earnings claim figure(s) do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating the Independent Financial Advisor Business. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.

HAWAII

To the extent the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E-1—482E-12 applies, the terms of this Addendum apply. If any provisions of the Franchise Agreement or Franchise Disclosure Document are inconsistent with Hawaii law, Hawaii law will apply.

THIS FRANCHISE HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS, AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

NO STATEMENT, QUESTIONNAIRE, OR ACKNOWLEDGEMENT SIGNED OR AGREED TO BY YOU IN CONNECTION WITH THE COMMENCEMENT OF THE FRANCHISE RELATIONSHIP SHALL HAVE THE EFFECT OF: (I) WAIVING ANY CLAIMS UNDER ANY APPLICABLE STATE FRANCHISE LAW, INCLUDING FRAUD IN THE INDUCEMENT; OR (II) DISCLAIMING RELIANCE ON ANY STATEMENT MADE BY US, ANY FRANCHISE SELLER, OR ANY OTHER PERSON ACTING ON OUR BEHALF. THIS PROVISION SUPERSEDES ANY OTHER TERM OF ANY DOCUMENT EXECUTED IN CONNECTION WITH THE FRANCHISE.

ILLINOIS

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1—705/44 applies, the terms of this Addendum apply. If any provisions of the Franchise Agreement or Franchise Disclosure Document are inconsistent with Illinois law, Illinois law will apply.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

Item 17, Additional Disclosure(s):

The Illinois Franchise Disclosure Act governs the Franchise Agreement.

Illinois Franchise Disclosure Act § 705/41 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.



Your rights upon termination and non-renewal of the Franchise Agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

Illinois Franchise Disclosure Act § 705/4 provides that “any provision in a franchise agreement that designates jurisdiction or venue in a forum outside this State [Illinois] is void, provided that a franchise agreement may provide for arbitration in a forum outside of this State [Illinois].”

## MARYLAND

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§ 14-201—14-233 applies, the terms of this Addendum apply. If any provisions of the Franchise Agreement or Franchise Disclosure Document are inconsistent with Maryland law, Maryland law will apply.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

Item 17, Additional Disclosure(s):

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Any provisions in the Disclosure Document or Franchise Agreement that require you to disclaim the occurrence of or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

The general release required as a condition of renewal, sale, and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101, et seq.).

Franchise Agreement, Section 28:

Franchise Agreement, Section 28 (“Acknowledgements”) does not apply and is hereby stricken if you are a Maryland resident, or if the Independent Financial Advisor Business franchise is to be located in Maryland.

## MINNESOTA

To the extent the Minnesota Franchise Act, Minn. Stat. §§ 80C.01—80C.22 applies, the terms of this Addendum apply. If any provisions of the Franchise Agreement or Franchise Disclosure Document are inconsistent with Minnesota law, Minnesota law will apply.

Minnesota Statute 80C.21 and Minnesota Rule 2860.4400(J), prohibit us from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document or agreement(s) can abrogate or reduce: (1) any of your rights as provided for in Minnesota Statute 80C; or (2) your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J). A court will determine if a bond is required.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

Item 17, Additional Disclosure(s):

With respect to franchises located in Minnesota or franchisees domiciled in or citizens of Minnesota, we will comply with Minnesota Statute 80C.14, subds. 3—5, which require, except in certain specified cases:

- That a franchisee by given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement; and
- That consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota prohibits a franchisor from restricting, restraining or prohibiting a franchisee from: (i) soliciting or hiring any employee of a franchisee of the same franchisor; or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Minnesota.

Item 19, Additional Disclosure(s):

Minnesota Rule 2860.4400(D) provides that any general release of claims that you may have against us, including without limitation, claims arising under federal, state, and local laws and regulations shall exclude claims you may have under the Minnesota Franchise Act and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.

The limitations of claims section must comply with Minnesota Statute § 80C.17, subd. 5.

Minnesota considers it unfair to not protect a franchisee's right to use the trademarks. Minnesota Statute 80C.12, subd. 1(G) provides that we are required to protect any rights you may have to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the same.

NEW YORK

To the extent the New York General Business Law, Article 33 §§ 680—695 applies, the terms of this Addendum apply. If any provisions of the Franchise Agreement or Franchise Disclosure Document are inconsistent with New York law, New York law will apply.

Cover Page, Additional Disclosure(s):

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT E OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

Item 3, Additional Disclosure(s):

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2 or an affiliate offering franchises under the franchisor's principal trademark:

1. No such party has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust, or securities law; fraud; embezzlement; fraudulent conversion; misappropriation of property; unfair or deceptive practices; or comparable civil or misdemeanor allegations.
2. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of: the number of franchisees and the size; nature or financial condition of the franchise system or its business operations.
3. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge, or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

4. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including without limitation, actions affecting a license as a real estate broker or sales agent.

Item 17, Additional Disclosure(s):

Item 17(c), 17(m): The following is added to the end of the “Summary” sections of Item 17(c), titled “**Requirements for franchisee to renew or extend**”, and Item 17(m), titled “**Conditions for franchisor approval of transfer**”: To the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provisions of General Business Law §§ 687(4) and 687(5) be satisfied.

Item 17(d): The following replaces the “Summary” section of Item 17(d), titled “**Termination by franchisee**”: You may terminate the agreement on any grounds available by law.

Item 17(v): The following is added to the end of the “Summary” sections of Item 17(v), titled “**Choice of forum**”, and Item 17(w), titled “**Choice of law**”: The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

#### NORTH DAKOTA

To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01—51-19-17 applies, the terms of this Addendum apply. If any provisions of the Franchise Agreement or Franchise Disclosure Document are inconsistent with North Dakota law, North Dakota law will apply.

Item 17, Additional Disclosure(s):

**THE NORTH DAKOTA SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (N.D.C.C. § 51-19-09):**

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to N.D.C.C. § 9-08-06, without further disclosing that such covenants will be subject to the statute.
2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of the disputes at a location that is remote from the site of the franchisee’s business.
3. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
5. Applicable Laws: Franchise agreements that specify they are to be governed by the laws of a state other than North Dakota.

6. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.
7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.
8. General Release: Franchise agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.
9. Limitation of Claims: Franchise agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

10. Enforcement of Agreement: Franchise agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

#### RHODE ISLAND

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§ 19-28.1-1—19-28.1-34 applies, the terms of this Addendum apply. If any provisions of the Franchise Agreement or Franchise Disclosure Document are inconsistent with Rhode Island law, Rhode Island law will apply.

Item 17, Additional Disclosure(s):

Rhode Island Franchise Investment Act § 19-28.1-14 provides that: “a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

#### VIRGINIA

To the extent the Virginia Retail Franchising Act, Va. Code §§ 13.1-557—13.1-574 applies, the terms of this Addendum apply. If any provisions of the Franchise Agreement or Franchise Disclosure Document are inconsistent with Virginia law, Virginia law will apply.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

Item 17, Additional Disclosure(s):

Any provision in any of the contracts that you sign with us which provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101, et seq.).

Virginia Retail Franchising Act § 13.1-564 provides that it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

#### WASHINGTON Addendum to the Franchise Disclosure Document, Franchise Agreement, and Related Agreements

To the extent the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010—19.100.940 applies, the terms of this Addendum apply. If any provisions of the Franchise Agreement or Franchise Disclosure Document are inconsistent with Washington law, Washington law will apply.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

Item 17, Additional Disclosure(s):

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising

out of or in connection with the sale of franchises or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Franchisees who receive financial incentives to refer franchise prospects to franchisors may be required to register as franchise brokers under the laws of Washington.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining or prohibiting a franchisee from: (i) soliciting or hiring any employee of a franchisee of the same franchisor; or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

Franchise Agreement, Section 22(B):

Section 22(B) is hereby stricken and replaced with the following: Ameriprise Financial makes no guarantees or warranties and assumes no liability or obligation to Independent Advisor, by providing any approval, consent, suggestion, or waiver to Independent Advisor in connection with this Agreement or by reason of any delay, denial or neglect of any request therefor.

Franchise Agreement, Section 24(A):

Section 24(A) is hereby stricken and placed with the following:

This Agreement and the attachments hereto, constitute the entire agreement between Ameriprise Financial and Independent Advisor concerning the subject matter hereof, and supersede all prior and contemporaneous agreements, negotiations, and representations (oral and written). No amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Nothing in this Agreement is intended to disclaim any representations that Ameriprise Financial made in the Franchise Disclosure Document Ameriprise Financial provided to Independent Advisor.

Franchise Agreement, Section 28(A):

Franchise Agreement, Section 28(A) ("Acknowledgements") is hereby stricken and replaced with the following:

INDEPENDENT ADVISOR ACKNOWLEDGES THAT HE OR SHE RECEIVED A COMPLETE COPY OF THIS AGREEMENT, THE ATTACHMENTS HERETO, AND AGREEMENTS RELATING THERETO, IF ANY, AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED (EXCLUSIVE OF THE DAY INDEPENDENT ADVISOR RECEIVED THE DOCUMENT AND THE DAY INDEPENDENT ADVISOR SIGNED THIS AGREEMENT). INDEPENDENT ADVISOR FURTHER

ACKNOWLEDGES THAT HE OR SHE RECEIVED THE DISCLOSURE DOCUMENT REQUIRED BY THE TRADE REGULATION RULE OF THE FEDERAL TRADE COMMISSION ENTITLED "DISCLOSURE REQUIREMENTS AND PROHIBITIONS CONCERNING FRANCHISING AND BUSINESS OPPORTUNITY VENTURES" AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED (EXCLUSIVE OF THE DAY INDEPENDENT ADVISOR RECEIVED THE DOCUMENT AND THE DAY INDEPENDENT ADVISOR SIGNED THIS AGREEMENT).

Exhibit H, Promissory Note, Section 14:

Promissory Note, Section 14 is hereby stricken and replaced with the following: A waiver or modification of any term of the Note or any of the obligations secured thereby must be made in writing and signed by a duly authorized representative of Ameriprise and shall be limited to the express terms of such waiver or modification.

WISCONSIN

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§ 553.01—553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§ 135.01—135.07 applies, the terms of this Addendum apply. If any provisions of the Franchise Agreement or Franchise Disclosure Document are inconsistent with Wisconsin law, Wisconsin law will apply.

Item 17, Additional Disclosure(s):

The Wisconsin Fair Dealership Law applies to most, if not all, franchise agreements and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a dealership agreement without good cause. The Law further provides that ninety (90) days prior written notice of a proposed termination, etc. must be given to the dealer. The dealer has sixty (60) days to cure the deficiency and if the deficiency is cured, the notice is void.

The Wisconsin Fair Dealership Law, Wis. Stat. Ch. 135 supersedes any provisions of the Franchise Agreement or the Disclosure Document or a related contract, which are inconsistent with that Law.

**ACKNOWLEDGMENT:**

It is agreed that the applicable foregoing state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

**Independent Advisor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Social Security No.: \_\_\_\_\_  
Advisor No.: \_\_\_\_\_

**Ameriprise Financial Services, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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# EXHIBIT C

## LIST OF AFFILIATES

Entity	Principal Address
Advisory Capital Strategies Group Inc.	903 Third Avenue South Minneapolis, MN 55402
AEXP Affordable Housing Portfolio, LLC	1209 Orange Street Wilmington, DE 19801
Ameriprise Financial, Inc.	903 Third Avenue South Minneapolis, MN 55402
American Enterprise Investment Services Inc.	903 Third Avenue South Minneapolis, MN 55402
Ameriprise Advisor Capital, LLC	1163 Ameriprise Financial Center Minneapolis, MN 55474
Ameriprise Advisor Financing 2, LLC	1209 Orange Street Wilmington, DE 19801
Ameriprise Asset Management Holdings Hong Kong	Unit 3004, Two Exchange Square 8 Connaught Place Central Hong Kong, Hong Kong
Ameriprise Asset Management Holdings Singapore (Pte.) Limited	3 Killiney Road #07-07 Winsland House 1 Singapore, 239519
Ameriprise Bank, FSB	903 Third Avenue South Minneapolis, MN 55402
Ameriprise Capital Trusts I-IV	55 Ameriprise Financial Center Minneapolis, MN 55474
Ameriprise Captive Insurance Company	c/o Willis Management 1 Lawson Lane, Suite 410 Burlington, VT 05401
Ameriprise Certificate Company	1099 Ameriprise Financial Center Minneapolis, MN 55474
Ameriprise Holdings, Inc.	903 Third Avenue South Minneapolis, MN 55402
Ameriprise India LLP	50/9 1st Floor Tolstoy Lane Janpath, New Delhi, Delhi 110001, India
Ameriprise India Partner, LLC	50/9 1st Floor Tolstoy Lane Janpath, New Delhi, Delhi 110001, India
Ameriprise International Holdings GmbH	c/o Aidoo Ag Industriestrasse 49 6300 Zug, Switzerland
Ameriprise Trust Company	1200 Northstar West Minneapolis, MN 55440
AMPF Holding, LLC	903 Third Avenue South Minneapolis, MN 55402
AMPF Property Corporation	903 Third Avenue South Minneapolis, MN 55402
Cash Flow Asset Management GP, LLC	712 Main Street, Suite 2500 Houston, TX 77002
Cash Flow Asset Management, LP	100 Waugh Drive, Suite 600 Houston, TX 77007
Columbia Cent CLO Advisers, LLC	225 Franklin Street Boston, MA 02110
Columbia Management Investment Advisers, LLC	225 Franklin Street Boston, MA 02110

Entity	Principal Address
Columbia Management Investment Distributors, Inc.	290 Congress Street Boston, MA 02210
Columbia Management Investment Services Corporation	225 Franklin Street Boston, MA 02110
Columbia Threadneedle AM (Holdings) Plc	6th Floor Quatermile 4 7A Nightingale Way Edinburgh, EH3 9EG, Scotland
Columbia Threadneedle Canada Holdings, Inc.	100 King Street West Toronto, ON M6K 1J7, Canada
Columbia Threadneedle Canada, Inc.	100 King Street West Toronto, ON M6K 1J7, Canada
Columbia Threadneedle Capital (Group) Limited	Intertrust Corporation Services Limited One Nexus Way Camana Bay Grand Cayman, KY1-9005, Cayman Islands
Columbia Threadneedle (EM) Investments Limited	95 Wigmore Street London, W1U 1DJ, United Kingdom
Columbia Threadneedle (Europe) Limited	Exchange House Primrose Street London, EC2A 2NY, United Kingdom
Columbia Threadneedle Foundation	Cannon Place 78 Cannon Street London, EC4N 6AG, United Kingdom
Columbia Threadneedle Fund Management Limited	Exchange House Primrose Street London, EC2A 2NY, United Kingdom
Columbia Threadneedle Investment Business Limited	Exchange House Primrose Street London, EC2A 2NY, United Kingdom
Columbia Threadneedle Investment Services Limited	PO Box 10033 Chelmsford Essex, CM99 2AL, United Kingdom
Columbia Threadneedle Investments Japan Co. Limited	Otemachi Financial City Grand Cube 18F 1 Chome-9-2 Otemachi Chiyoda-Ku, Tokyo, 100-0004, Japan
Columbia Threadneedle Investments (ME) Limited	Gate Village 5, Level 2 Dubai International Financial Centre Dubai, United Arab Emirates
Columbia Threadneedle Investments UK International Limited	Cannon Place 78 Cannon Street London, EC4N 6AG, United Kingdom
Columbia Threadneedle Luxembourg S.A.	49 Avenue John F. Kennedy L-1855 Luxembourg
Columbia Threadneedle Malaysia Sdn. Bhd.	Suite 14-1, Level 14, Wisma UOA Damansara II No. 6 Changkat Semantan Damansara Heights 50490 Kuala Lumpur, Malaysia
Columbia Threadneedle Management (Swiss) GmbH	Claridenstrasse 41 8002 Zurich, Switzerland
Columbia Threadneedle Management Limited	Exchange House Primrose Street London, EC2A 2NY, United Kingdom
Columbia Threadneedle Multi-Manager, LLP	Exchange House Primrose Street London, EC2A 2NY, United Kingdom
Columbia Wanger Asset Management, LLC	71 South Wacker, Suite 2500 Chicago, IL 60606
CREAD Ventures AIV, LP	1209 Orange Street Wilmington, DE 19801

<b>Entity</b>	<b>Principal Address</b>
CTM Holdings Limited	Palazzo Pietro Stiges 103 Strait Street Valletta, VLT 1436, Malta
Emerging Global Advisors, LLC	155 West 19th Street New York, NY 10011
GA Legacy, LLC	1209 Orange Street Wilmington, DE 19801
Houston BBP, LP	7807 Lont Point, Suite 200 Houston, TX 77055
Investment Professionals, Inc.	16414 San Pedro Avenue, Suite 300 San Antonio, TX 78232
Investors Syndicate Development Corp.	One East Street Reno, NV 89501
J. & W. Seligman & Co. Incorporated	100 Park Avenue New York, NY 10017
LCFRE Nashville Carothers GP, LP	100 Waugh Drive, Suite 600 Houston, TX 77007
LCFRE Nashville Carothers Holdings, LLC	712 Main Street, Suite 2500 Houston, TX 77002
LCFRE Nashville Carothers (TN), LP	100 Waugh Drive, Suite 600 Houston, TX 77007
Lionstone Advisory Services, LLC	712 Main Street, Suite 2500 Houston, TX 77002
Lionstone BBP Limited Partner, LLC	1163 Ameriprise Financial Center Minneapolis, MN 55474
Lionstone CFRE II Real Estate Advisory, LLC	712 Main Street, Suite 2500 Houston, TX 77002
Lionstone Commercial Real Estate Alpha Driver Partners, LP	712 Main Street, Suite 2500 Houston, TX 77002
Lionstone CREAD Partners Two, LLC	712 Main Street, Suite 2500 Houston, TX 77002
Lionstone Development Services, LLC	1163 Ameriprise Financial Center Minneapolis, MN 55474
Lionstone LORE Two, LLC	712 Main Street, Suite 2500 Houston, TX 77002
Lionstone Oregon Real Estate One, LP	100 Waugh Drive, Suite 600 Houston, TX 77007
Lionstone Partners, LLC	712 Main Street, Suite 2500 Houston, TX 77002
Lionstone Raleigh Development Partners GP, LLC	712 Main Street, Suite 2500 Houston, TX 77002
Lionstone Raleigh Development Partners, LP	712 Main Street, Suite 2500 Houston, TX 77002
Lionstone RDP Channel House Investors, LP	712 Main Street, Suite 2500 Houston, TX 77002
Lionstone RDP Co-Investment Fund 1 GP, LLC	712 Main Street, Suite 2500 Houston, TX 77002
Lionstone RDP Co-Investment Fund 1, LP	712 Main Street, Suite 2500 Houston, TX 77002
Lionstone RDP PCS Phase I Investors, LP	712 Main Street, Suite 2500 Houston, TX 77002
Lionstone RDP Platform Investors, LP	712 Main Street, Suite 2500 Houston, TX 77002
Lionstone RDP Tower V Investors GP, LLC	712 Main Street, Suite 2500 Houston, TX 77002

<b>Entity</b>	<b>Principal Address</b>
Lionstone RDP Tower V Investors, LP	712 Main Street, Suite 2500 Houston, TX 77002
Lionstone US-Value-Add Five, LP	712 Main Street, Suite 2500 Houston, TX 77002
Lionstone VA Five, LLC	712 Main Street, Suite 2500 Houston, TX 77002
LPL 1111 Broadway GP, LLC	1163 Ameriprise Financial Center Minneapolis, MN 55474
LPL 1111 Broadway, LP	100 Waugh Drive, Suite 600 Houston, TX 77007
Pyrford International Limited	95 Wigmore Street London, W1U 1DJ, United Kingdom
RiverSource CDO Seed Investments, LLC	903 Third Avenue South Minneapolis, MN 55402
RiverSource Distributors, Inc.	903 Third Avenue South Minneapolis, MN 55402
RiverSource Life Insurance Company	903 Third Avenue South Minneapolis, MN 55402
RiverSource Life Insurance Co. of New York	20 Madison Avenue Extension Albany, NY 12203
RiverSource NY REO, LLC	20 Madison Avenue Extension Albany, NY 12203
RiverSource REO 1, LLC	227 Ameriprise Financial Center Minneapolis, MN 55474
RiverSource Tax Advantaged Investments, Inc.	903 Third Avenue South Minneapolis, MN 55402
Sackville TIPP Property (GP) Limited	Cannon Place 78 Cannon Street London, EC4N 6AG, United Kingdom
Seligman Partners, LLC	100 Park Avenue New York, NY 10017
TAM Investment Limited	Cannon Place 78 Cannon Street London, EC4N 6AG, United Kingdom
TAM UK Holdings Limited	Cannon Place 78 Cannon Street London, EC4N 6AG, United Kingdom
TAM UK International Holdings Limited	Cannon Place 78 Cannon Street London, EC4N 6AG, United Kingdom
TC Financing Limited	Cannon Place 78 Cannon Street London, EC4N 6AG, United Kingdom
Thames River Capital, LLP	Exchange House Primrose Street London, EC2A 2NY, United Kingdom
Threadneedle Asset Management Finance Limited	Cannon Place 78 Cannon Street London, EC4N 6AG, United Kingdom
Threadneedle Asset Management Holdings Limited	Cannon Place 78 Cannon Street London, EC4N 6AG, United Kingdom
Threadneedle Asset Management Limited	Cannon Place 78 Cannon Street London, EC4N 6AG, United Kingdom

<b>Entity</b>	<b>Principal Address</b>
Threadneedle Asset Management (Nominees) Limited	Cannon Place 78 Cannon Street London, EC4N 6AG, United Kingdom
Threadneedle Asset Management Oversight Limited	Cannon Place 78 Cannon Street London, EC4N 6AG, United Kingdom
Threadneedle EMEA Holdings 1, LLC	903 Third Avenue South Minneapolis, MN 55402
Threadneedle Holdings Limited	Cannon Place 78 Cannon Street London, EC4N 6AG, United Kingdom
Threadneedle International Limited	Cannon Place 78 Cannon Street London, EC4N 6AG, United Kingdom
Threadneedle Investment Services Limited	Cannon Place 78 Cannon Street London, EC4N 6AG, United Kingdom
Threadneedle Investments (Channel Islands) Limited	IFC-1 The Esplanade St Helier, JE1 4BP, Jersey
Threadneedle Investments Limited	Cannon Place 78 Cannon Street London, EC4N 6AG, United Kingdom
Threadneedle Investments Singapore (Pte.) Limited	3 Killiney Road #07-07 Winsland House 1 Singapore, 239519
Threadneedle Management Luxembourg S.A.	44 Rue De La Vallee L-2661 Luxembourg
Threadneedle Management Services Limited	Cannon Place 78 Cannon Street London, EC4N 6AG, United Kingdom
Threadneedle Navigator ISA Manager Limited	Cannon Place 78 Cannon Street London, EC4N 6AG, United Kingdom
Threadneedle Pensions Limited	Cannon Place 78 Cannon Street London, EC4N 6AG, United Kingdom
Threadneedle Pension Trustees Limited	Cannon Place 78 Cannon Street London, EC4N 6AG, United Kingdom
Threadneedle Portfolio Services AG	Claridenstrasse 41 8002 Zurich, Switzerland
Threadneedle Portfolio Services Hong Kong Limited	Unit 3004, Two Exchange Square 8 Connaught Place Central Hong Kong, Hong Kong
Threadneedle Portfolio Services Limited	Cannon Place 78 Cannon Street London, EC4N 6AG, United Kingdom
Threadneedle Property Investments Limited	Cannon Place 78 Cannon Street London, EC4N 6AG, United Kingdom
Threadneedle Unit Trust Manager Limited	Cannon Place 78 Cannon Street London, EC4N 6AG, United Kingdom
TMS Investment Limited	44 Esplanade St Helier, JE4 9WG, Jersey

Entity	Principal Address
WAM Holdings Limited	Exchange House Primrose Street London, EC2A 2NY, United Kingdom

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# EXHIBIT D

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Confidentiality Agreement”), by and between Ameriprise Financial Services, LLC (“Ameriprise Financial”, “we”, “our” or “us”) and \_\_\_\_\_ (“you” or “your”) (each, a “Party” and collectively, the “Parties”). Ameriprise Financial desires to share certain information contained in certain manuals, which may be considered confidential, proprietary, sensitive and/or a trade secret (collectively, “Confidential Information”) with you.

To ensure protection of the Confidential Information and in consideration of the agreement to provide information hereunder, the parties hereby agree as follows:

1. The Confidential Information we are providing to you is for the sole purpose of allowing you to evaluate the professional standards under which you would be required to operate the Independent Financial Advisor Business if you execute the Ameriprise Financial Services, LLC Independent Advisor Business Franchise Agreement.
2. Neither this Agreement, nor the providing of information hereunder, shall be construed as conferring, conveying, creating, granting or transferring to you, any authority, license or rights in or to the information provided.
3. In maintaining confidentiality hereunder, you agree that you shall not, without first obtaining Ameriprise Financial’s written consent, disclose, make available, reproduce or transmit to any person, firm or enterprise, or, except for the express purpose of evaluating the professional standards under which you would be required to operate the Independent Financial Advisor Business, use, directly or indirectly, for your own benefit or the benefit of others, any Confidential Information.
4. You agree that your distribution and/or individual use of the Confidential Information shall be limited to your accountant, attorney or other personal consultant on a “need to know” basis.
5. The Confidential Information includes, but not limited to: the Code of Conduct and minimum standards regarding Client Satisfaction, Compliance and Quality of Advice, as well as standards regarding communications, compensation, processing procedures, signage and use of the Proprietary Marks.
6. Both parties hereto acknowledge and agree that providing information hereunder shall not bind or commit either party to enter into an agreement. You shall not rely on any information provided as a commitment or an inducement to act or not to act in any given manner. Accordingly, we shall not be liable to you in any manner whatsoever for: (i) any changes in business organization, plans, practices, products, services or otherwise; or (ii) any costs, decisions, expenses or obligations incurred, based on your decision to rely on or use any information provided hereunder.
7. Each party hereto agrees that in the event of a breach or threatened breach of the provisions of this Confidentiality Agreement, Ameriprise Financial will have no adequate remedy in damages or money, and accordingly, shall be entitled to injunctive relief; provided, however, no specification in this Confidentiality Agreement of any particular remedy shall be construed as a prohibition or waiver of any other remedies in the event of a breach or threatened breach of this Confidentiality Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

### Independent Advisor

### Ameriprise Financial Services, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

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## EXHIBIT E

### STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

#### **CALIFORNIA**

California Commissioner of Financial Protection and Innovation  
Department of Financial Protection and Innovation  
2101 Arena Boulevard  
Sacramento, CA 95834

#### **HAWAII**

Hawaii Commissioner of Securities  
Department of Commerce and Consumer Affairs  
Business Registration Division  
Securities Compliance Branch  
335 Merchant Street, Room 203  
Honolulu, HI 96813

#### **ILLINOIS**

Illinois Secretary of State  
213 State Capitol  
Springfield, IL 62756

#### **INDIANA**

Indiana Secretary of State  
Securities Division  
302 West Washington Street, Room E111  
Indianapolis, IN 46204

#### **MARYLAND (AGENT)**

Maryland Commissioner of the Division of Securities  
200 St. Paul Place  
Baltimore, MD 21202

#### **MARYLAND (STATE ADMINISTRATOR)**

Maryland Office of the Attorney General  
Division of Securities  
200 St. Paul Place  
Baltimore, MD 21202

#### **MICHIGAN**

Michigan Director of Corporations, Securities & Commercial Licensing Bureau  
2407 North Grand River Avenue  
Lansing, MI 48906

#### **MINNESOTA**

Minnesota Commissioner of Commerce  
Golden Rule Building  
85 7th Place East, Suite 280  
Saint Paul, MN 55101

#### **NEW YORK (AGENT)**

New York Department of State  
One Commerce Plaza  
99 Washington Avenue  
Albany, NY 12231

#### **NEW YORK (STATE ADMINISTRATOR)**

New York Office of the Attorney General  
Investor Protection Bureau  
State Capitol  
State Street and Washington Avenue  
Albany, NY 12224

#### **NORTH DAKOTA**

North Dakota Securities Commissioner  
Securities Department  
600 East Boulevard Avenue, 14th Floor  
Bismarck, ND 58505

#### **RHODE ISLAND**

Rhode Island Director of Business Regulation  
Securities Division  
1511 Pontiac Avenue, Building 69-1  
Cranston, RI 02920

#### **SOUTH DAKOTA**

South Dakota Director of the Division of Securities  
Division of Insurance – Securities Regulation  
124 S. Euclid Avenue, 2nd Floor  
Pierre, SD 57501

#### **VIRGINIA (AGENT)**

Clerk of Virginia, State Corporation Commission  
1300 East Main Street  
Richmond, VA 23219

#### **VIRGINIA (STATE ADMINISTRATOR)**

State Corporation Commission  
Division of Securities and Retail Franchising  
1300 East Main Street, 9th Floor  
Richmond, VA 23219

#### **WASHINGTON**

Washington Director of the Department of Financial Institutions  
Securities Division  
150 Israel Road SW  
Tumwater, WA 98501

#### **WISCONSIN**

Wisconsin Administrator of the Division of Securities  
Department of Financial Institutions  
4822 Madison Yards Way, North Tower  
Madison, WI 53705

If a state is not listed, Ameriprise Financial has not appointed an agent for service of process in that state as required under certain franchise laws. There may be states, in addition to those listed above, in which Ameriprise Financial has appointed an agent for service of process and/or appointed additional agents in some of the states listed herein.

# EXHIBIT F

## INDEPENDENT ADVISOR COMPLIANCE CERTIFICATION

By initialing each item and signing below, I acknowledge:

- \_\_\_\_\_ 1. I have received, reviewed and understand all of the terms of the Independent Advisor Business Franchise Agreement (“Agreement”).
- \_\_\_\_\_ 2. I have personally reviewed and understand all of the information in Ameriprise Financial Services, LLC’s (“Ameriprise Financial”) Franchise Disclosure Document (“FDD”) and any applicable state specific Addendum to the FDD.
- \_\_\_\_\_ 3. I have had the FDD for fourteen (14) calendar days and the execution copy of the Independent Advisor Business Franchise Agreement for seven (7) calendar days.
- \_\_\_\_\_ 4. I understand that Ameriprise Financial may terminate the Independent Advisor Business Franchise Agreement or refuse to renew it if I do not meet certain performance standards.
- \_\_\_\_\_ 5. I have signed the Independent Advisor Business Franchise Agreement and Addendum (if any) on \_\_\_\_\_, 20\_\_\_\_\_, and I acknowledge that no agreement or addendum is effective until dated and signed by Ameriprise Financial.
- \_\_\_\_\_ 6. I understand that: (i) this is a highly competitive business; (ii) I have no exclusive territory or customers; and (iii) among my competitors will be other businesses which Ameriprise Financial operates and/or are affiliated with Ameriprise Financial, as well as other franchisees.
- \_\_\_\_\_ 7. I understand that Ameriprise Financial’s affiliates also sell the same or similar products and services that I will be selling through other distribution channels, including agents, brokers, dealers, direct marketing, franchised offices, independent dealers, national media, online services and telemarketing.
- \_\_\_\_\_ 8. To the extent I am an existing/past employee of Ameriprise Financial, during the course of my relationship with Ameriprise Financial, I may have received various documents and information regarding expenses, profits and revenues relating to the Independent Financial Advisor Business. I understand that such information was of a generic nature and did not relate to my specific circumstances or those of any other advisor; nor was the information designed to permit me to make any determination of my future financial performance as an Ameriprise Financial franchisee. I have not relied on any of this information in reaching my decision to purchase this franchise.
- \_\_\_\_\_ 9. I understand that, to the extent an existing franchisee or other representative has referred me to Ameriprise Financial, I have not received from them, any oral or written information concerning actual or potential income, profits or sales of an Independent Advisor.
- \_\_\_\_\_ 10. To the extent I have received from Ameriprise Financial, a business planning guide or similar tool – such as a tool in the “Value of Choice Tool Suite,” I have independently determined all financial variables necessary to complete the tables in that guide and to estimate my potential performance as a franchisee. I have not received any assistance or direction from an Ameriprise Financial representative in determining those financial variables.

### MARYLAND

Do not sign this Independent Advisor Compliance Certification if you are a Maryland resident, or if the Independent Financial Advisor Business franchise is to be located in Maryland.

### WASHINGTON

Do not sign this Independent Advisor Compliance Certification if you are a Washington resident, or if the Independent Financial Advisor Business franchise is to be located in Washington.

### **Independent Advisor**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Title: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

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# EXHIBIT G

## FRANCHISE CONSULTING SERVICES AGREEMENT

*Franchise Consultants and Independent Advisors are required to enter into a written agreement setting forth franchise consulting services and fees. This Franchise Consulting Services Agreement is a template designed to stimulate your thought process as you customize your own agreement. You should consider consulting an attorney or other professional about your agreement. This agreement is between Franchise Consultant and Independent Advisor only; **Ameriprise Financial Services, LLC is not a party to this agreement.***

## FRANCHISE CONSULTING SERVICES AGREEMENT

This Franchise Consulting Services Agreement (“Agreement”) by and between \_\_\_\_\_ (“Franchise Consultant”) and \_\_\_\_\_ (“Independent Advisor”).

WHEREAS, Franchise Consultant is an independent franchise advisor of Ameriprise Financial Services, LLC (“Ameriprise Financial”), who is engaged in the business of providing franchise consulting services to other independent advisors of Ameriprise Financial; and

WHEREAS, Independent Advisor desires to engage Franchise Consultant to perform certain franchise consulting services, as defined herein.

NOW, THEREFORE, in mutual consideration of the terms set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed to as follows:

1. **SERVICES.** Franchise Consultant shall collaborate with field leadership and Independent Advisor to provide appropriate support in the following areas (“Services”):
  - Assimilation and integration of franchise programs and priorities, including:
    - Affluent client acquisition
    - Consistent client experience
    - Financial planning as a way of doing business
  - Business and marketing planning
  - Four (4) professional coaching sessions
  - Recruitment and onboarding of new franchise advisors
  - Succession planning for continuity of client experience
2. **COMPENSATION.** In consideration of Franchise Consultant’s performance of the Services, Independent Advisor shall pay Franchise Consultant \_\_\_\_\_% of Independent Advisor’s GDC, which shall be paid as an ongoing compensation percentage split through the systems of Ameriprise Financial, the franchisor.
  - And/Or –In consideration of Franchise Consultant’s performance of the Services, Independent Advisor shall pay Franchise Consultant \$\_\_\_\_\_ each service period, which shall be paid from Independent Advisor’s compensation statement through the systems of Ameriprise Financial, the franchisor.
3. **TERM.** The term (“Term”) of this Agreement shall commence upon the Effective Date, notwithstanding the date of execution, and shall continue in effect until terminated.
4. **TAXES.** Franchise Consultant shall be exclusively and solely responsible for payment of any and all taxes by any governmental agency in connection with or incident to compensation paid pursuant to this Agreement for: (i) income taxes; (ii) social security; (iii) unemployment compensation insurance; or (iv) any other taxes upon amounts paid to Franchise Consultant under this Agreement.
5. **TERMINATION.** This Agreement may be terminated by either party hereto, with or without cause, at any time upon thirty (30) days’ advance written notice to the other party. Termination of this Agreement by either party hereto shall not affect the rights and obligations the parties accrued prior to the effective date of the termination.
6. **MISCELLANEOUS.**
  - A. **AMENDMENT.** No amendment, modification (oral or written), supplement or waiver of this Agreement (or any provisions herein) shall be binding upon the parties hereto unless made in a writing, duly signed by the parties and executed by their authorized officers or agents.

- B. This Agreement shall not be amended or otherwise modified except by a written agreement signed by both parties hereto.
- C. ASSIGNMENT. Neither party hereto may assign, cede or transfer any of its interest, obligations or rights under this Agreement.
- D. ENTIRE AGREEMENT. This Agreement, along with any addendums or attachments incorporated herein, represents the entire agreement and understanding between the parties hereto with respect to the subject-matter contained herein, and it supersedes and terminates all prior agreements, negotiations, promises and representations, whether oral or written, between the parties with respect to the subject matter.
- E. GOVERNING LAW. This Agreement is a [State] contract. It shall be construed and governed in all respects in accordance with the laws of the State of [State] and applicable federal, state, FINRA (and other applicable self-regulatory organizations) laws, regulations and rules.
- F. SEVERABILITY. If any provision of this Agreement is held, in whole or in part, to be illegal, invalid or unenforceable for any reason, the remaining provisions shall continue in full force and effect. The illegal, invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- G. EFFECTIVE DATE. The effective date of this Agreement is \_\_\_\_\_ (Date<sup>1</sup>).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

**Independent Advisor**

**Franchise Consultant**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

<sup>1</sup> The Effective Date must be the Wednesday after a Service Period cut-off date.

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**SAMPLE - TRANSITION  
PROMISSORY NOTE**

1. FOR VALUE RECEIVED, the undersigned (hereinafter the “Independent Advisor”) promises to pay to the order of “Ameriprise Financial Services, LLC” (hereinafter “Ameriprise”) the principal sum of \$100,000.00 plus interest which is payable at a rate equal to one quarter point more than the semi-annual mid-term Applicable Federal Rate as defined in Section 1274 (d) of the Internal Revenue Code of 1986, as amended, compounded annually, determined as of the date the loan is made (the “Applicable Rate”). The current Applicable Federal Rate is 4.76% making the total interest rate for the purpose of this loan 5.01%. In the event of a default by Independent Advisor on this loan, or the obligations described herein, (i) as allowable by applicable law, the interest rate effective for the period prior to the default shall convert to 10% per annum, and all payments previously made hereunder shall be recalculated using an 10% interest rate (this recalculation may result in a change to the outstanding principal and interest); and (ii) the interest rate effective for the period beginning the date of default shall convert to the maximum rate allowable by applicable law. This default interest rate is contemplated by the parties to account for the reduction in value of this note as an asset held by Ameriprise and fall within the range of actual damages that the parties could have anticipated would flow from such a default, and the parties acknowledges that such an increase in the interest rate is a common method of recouping the type of loss incurred by a lender upon a borrower’s default. This agreement shall be referred to as the “Agreement” or “Note.”

However, in no event shall the amount of interest due or payment in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by Ameriprise, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify Ameriprise, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

Principal and interest shall be due and payable in monthly installments of \$1,413.86 for 7 years on the second payday Friday of each month starting the second month of this loan.

2. If Independent Advisor's Business Franchise Agreement (the “Franchise Agreement”) terminates for any reason including, but not limited to, death, resignation, Independent Advisor becomes insolvent or files for bankruptcy while affiliated with Ameriprise, then the unpaid balance of the principal sum, plus accrued interest, shall be due and payable as of the date of any of the above described events. Further, any incident of breach or default by Independent Advisor of any other Agreements or obligations of Independent Advisor to Ameriprise, including without limitation, maintaining proper licensure and compliance with all applicable laws and regulations, as well as complying with Ameriprise policies and Code of Conduct, may also serve as a default to this Agreement at Ameriprise’s sole discretion.

In addition, if Independent Advisor transfers direct or indirect interest in the Franchise Agreement in whole or in part, or any portion of the assets of the Independent Financial Advisor Business, in a manner inconsistent with Ameriprise policies or practices as defined in the Franchise Agreement, may result in default of this Agreement at Ameriprise’s sole discretion.

2A. In the event that Independent Advisor becomes employed or affiliated with a subsequent employer, associated firm, broker-dealer or Registered Investment Advisor after default on this Note or while any amounts are still outstanding on this Note, Independent Advisor agrees to promptly inform such subsequent employer, associated firm, broker-dealer or Registered Investment Advisor of the outstanding Note amounts due and consents to permit Ameriprise to also inform Independent Advisor's new employer, associated firm, broker-dealer or Registered Investment Advisor of the outstanding debt and Note.

2B. In the event of default, Independent Advisor grants to Ameriprise a limited power of attorney to act on Independent Advisor's behalf to make a legally enforceable request to any subsequent employer, associated firm, broker-dealer or Registered Investment Advisor who may provide to Independent Advisor a subsequent bonus or loan for payment of such bonus or loan in full or in part to Ameriprise in amounts sufficient to satisfy any outstanding obligations on the Note. Independent Advisor also agrees that any subsequent bonus or loan from a subsequent employer, associated firm, broker-dealer or Registered Investment Advisor may be subject to a lien for the discharge of any indebtedness or obligations under this Note. The foregoing powers of attorney, being coupled with an interest, are irrevocable until the payment in full of the obligations under this Note.

3. All or any portion of unpaid principal and accrued interest may be prepaid at any time without premium or fee. Independent Advisor expressly requests and consents that any amounts due or owing on loans from Ameriprise be deducted from Independent Advisor's compensation. Any payments or prepayments (whether voluntary or otherwise) shall be applied at the option of Ameriprise first to collection costs, if any, then to accrued interest, and then to principal. Notwithstanding the above, Ameriprise may at any time, and at its sole and absolute discretion, demand full or partial payment of the outstanding balance due under this Note.

4. Independent Advisor hereby represents and warrants that the proceeds of the loan evidenced by this Note are advanced as a result of commercial activity, are based upon business metrics, and are intended to assist Independent Advisor in continuing to achieve similar commercial performance to the degree that such performance is in the interest of the customers of Ameriprise.

5. Independent Advisor hereby agrees that Ameriprise may assign the obligations and/or benefits of this Note to any other party without the consent of, or notice to, the Independent Advisor, and such assignment shall transfer the obligations and/or benefits under this Note to such assignee. Independent Advisor may not assign the obligations and/or benefits of this Note.



6. Independent Advisor agrees that any dispute arising between the parties to this Agreement (including but not limited to Independent Advisor's default on the loan) shall be subject to arbitration pursuant to the FINRA Code of Arbitration Procedure for Industry Disputes. Independent Advisor agrees that the exclusive process for resolving any disputes arising between the parties to this Agreement (the "Covered Claims") shall be arbitration on an individual basis only, not on a class, collective or representative action basis. Independent Advisor further agrees not to participate as a class or collective action representative, or as a member of any class, collective, or representative action, in any action for or related to Covered Claims. Independent Advisor agrees that arbitrators appointed under the authority of this arbitration agreement are not authorized to conduct a class, collective, or representative action arbitration for or related to Covered Claims. Independent Advisor agrees that if Independent Advisor is included within any class action, collective action, or representative action in court or in arbitration involving any Covered Claims, Independent Advisor shall take all steps necessary to opt out of the action, or refrain from opting in to the action, as applicable.

6A. To the extent any dispute is arbitrated pursuant to the FINRA Code of Arbitration Procedure for Industry Disputes, Independent Advisor agrees to expedite such arbitration and hearing on the Note to the fullest extent possible pursuant to the applicable Code of Arbitration Procedure.

6B. In the event that Independent Advisor is in default with respect to the Note, Independent Advisor hereby stipulates to the entry of an Award in favor of Ameriprise and against Independent Advisor for all outstanding principal and interest, as well as all costs of collection incurred by Ameriprise, owed pursuant to this Agreement ("Stipulated Award Claim"). Independent Advisor agrees that any claims which Independent Advisor may have against Ameriprise shall not be raised as a counterclaim to the Stipulated Award Claim, but instead shall be raised in a separate arbitration proceeding to be initiated by Independent Advisor. Independent Advisor knowingly and affirmatively agrees to waive all rights to combine claims against Ameriprise under FINRA Code of Arbitration Procedure Rule 13314. Independent Advisor agrees that if Independent Advisor violates this provision by either (i) filing a counterclaim against Ameriprise's Stipulated Award Claim, or (ii) attempting to combine its separately-filed claims with Ameriprise's Stipulated Award Claim; then Ameriprise is entitled to recover its costs of defense in defending against such claims or counterclaims, including reasonable attorney's fees and costs, whether incurred in arbitration, post-arbitration, or appeal. Independent Advisor hereby irrevocably authorizes and empowers FINRA to enter an award against Independent Advisor on an expedited basis and in favor of Ameriprise, its representatives and assigns, for which this Agreement, or a true copy hereof, shall be a sufficient warrant, at any time or times after default, and as any term, for the whole or any part of said amounts, with or without declaration, with collection fees and costs of suit, without stay of execution, and with attorney's fees and costs. The authority herein granted to enter the award shall not be exhausted by any exercise thereof, but shall continue from time to time and at all times until full payment of all said amounts. Independent Advisor hereby waives and releases all errors, defects, imperfections, appeals, and any stay of execution in any proceedings instituted by Ameriprise under this Agreement. Independent Advisor waives the benefit of any laws or rules of court now or hereafter in effect relating to exemption, appraisal, stay of execution, or other relief from the entry of an award.

7. Independent Advisor also hereby authorizes Ameriprise and its affiliates to directly apply any bonuses, commissions or other payments earned from Ameriprise against payments due on loans.

7A. In the event of default, to the extent permitted by law, Independent Advisor authorizes Ameriprise to place pend status on, restrict transfers, hold as security, or subject to a lien any property, securities, or funds in which Independent Advisor has a direct or indirect interest that are held in any brokerage, deposit, or other account at Ameriprise or its affiliates, including but not limited to any cash management account (other than deferred compensation as defined in Section 409A of the Internal Revenue Code and any related regulations and guidance, as the same may be amended from time to time). If Independent Advisor's repayment obligations are not satisfied in full when due, Ameriprise shall be entitled, to the extent permitted by law, to liquidate any property, securities, or funds in such accounts or investments and use the proceeds to set off any amounts owed. This right to set off is in addition to, and not in limitation of, any right Ameriprise may have at law or otherwise.

7B. Ameriprise's right to recover all amounts due under this Note shall not be limited to recovery from Independent Advisor's accounts as this Note is a full recourse Note against Independent Advisor who shall be personally liable for repayment of the Note. Independent Advisor expressly authorizes Ameriprise to seek a garnishment of Independent Advisor's wages in a court of competent jurisdiction to satisfy any or all amounts owed by Independent Advisor to Ameriprise.

7C. In furtherance hereof, and as security for the repayment of all amounts due under this Note to Ameriprise including expenses and attorney's fees, Independent Advisor hereby assigns to Ameriprise and grants to Ameriprise a security interest in the following:

(i) all of the intangible and tangible assets of Independent Advisor's Financial Advisor Business, as defined in the Independent Advisor Business Franchise Agreement between Independent Advisor and Ameriprise ("Franchise Agreement") and/or of any direct or indirect interest in the Franchise Agreement (including, without limitation, (x) all "accounts", "chattel paper", "commodities accounts", "commodities contracts", "deposit accounts", "documents", "electronic chattel paper", "equipment", "general intangibles", "goods", "instruments", "investment property", "payment intangibles", "promissory notes", "records", "software", and "tangible chattel paper" together with all "supporting obligations" and "proceeds" related to the same (in each case as the same are defined in Article 9 of the applicable Uniform Commercial Code ("UCC")) and (y) to the extent not otherwise included under clause (x), all client lists, client accounts, accounts receivable, goodwill, books and records and equity interests) associated with Independent Advisor's Independent Financial Advisor Business (both existing and any new business Independent Advisor acquires or gains with Loan proceeds, the "Business"); and

(ii) Independent Advisor's right, title, and interest in any sums received or to be received whether now owing or hereafter arising from any future employer or other party which provides Independent Advisor with any form of compensation or contingent compensation commonly referred to as a forgivable loan, loan, bonus, up-front loan, transitional compensation, transitional loan, recruiting bonus, promissory note amount, or account (as defined in the UCC) or any other sum or payment of every nature, type or description granted or provided to Independent Advisor or for Independent Advisor's benefit as a result of accepting employment or other arrangement with such employer or party;

In addition, Independent Advisor hereby agrees to execute upon the request of Ameriprise any documents requested by Ameriprise including, but not limited to, control agreements as defined in the UCC in such form and containing such terms and conditions as Ameriprise shall require, and Independent Advisor hereby authorizes Ameriprise (i) to file all documents, including, without limitation, a UCC financing statement, in such offices or with such parties as Ameriprise deems necessary or appropriate to perfect such security interest, and (ii) to notify such employer or other party of the assignment and security interest granted herein and to require that such employer or other party pay all amounts subject to the assignment and security interest described herein directly to Ameriprise whether or not is in default under the terms of this Note.

7D. Independent Advisor agrees and acknowledges that while any amounts are still outstanding on this Note, all of Independent Advisor's personal accounts and personal trading governed by the Ameriprise Financial Code of Ethics and Personal Trading Policy must be held and conducted exclusively at Ameriprise. Upon the satisfaction of all obligations of this Note, Independent Advisor shall be permitted to conduct personal trades and hold personal securities accounts as allowable pursuant to the Personal Trading Policy.

8. Independent Advisor understands and agrees that in the event of default hereunder, Ameriprise shall have the right, without notice, to exercise its rights to initiate suit or other action to collect on this Note. You hereby acknowledge and attest that you alone are responsible for the repayment of the full amount of all loans extended to you by Ameriprise regardless of any agreements you enter into with any other party. Should you enter into any other agreement with other parties including without limitation agreements that may utilize or otherwise be funded by the loan proceeds, Ameriprise has no obligation to honor such agreement(s). Further, knowledge by Ameriprise of any such agreement does not constitute a ratification thereof. In the event that any party or parties initiate litigation against Ameriprise concerning or arising under any such agreement, you agree to indemnify Ameriprise with regard to any and all damages, interest, attorney's fees, and any other costs of litigation incurred in defending against such litigation.

9. Independent Advisor hereby waives demand, presentment, notice of nonpayment and protest, and agrees to pay all costs of collection, whether or not suit or action is filed hereon, in the event that payment is not made in accordance with the provisions of this Note. The costs of collection shall include but are not limited to reasonable attorney's fees for collection efforts before commencing any legal proceeding, in arbitration, at trial, and on appeal. If a suit or action is filed, or if arbitration is commenced, the amount of such reasonable attorney's fees shall be fixed by the arbitrator or court(s) in which the matter is tried, heard or decided, including any petition or appeal thereon.

10. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of New York, without reference to the principles of choice of law thereof, unless this requirement is prohibited by applicable law.

11. This Agreement is an integrated document and contains the complete understanding between Independent Advisor and Ameriprise relating to the matters contained herein. To the extent Independent Advisor enters into other agreements with Ameriprise, no claim of breach of such other agreements shall affect Independent Advisor's obligations with regard to the Note or other note obligations Independent Advisor may have with Ameriprise.

12. Independent Advisor, in exchange for the benefits and consideration described in this document, as well as benefits and consideration under the Franchise Agreement, and any transitional funds to be provided to Independent Advisor, releases and discharges Ameriprise and its related entities and affiliates, as well as respective current and former directors, officers, employees, agents, successors or assigns, as well as all employee benefit plans of Ameriprise, from any and all actions, causes of action, claims, allegations, demands, rights, obligations, liabilities, grievances or charges, whether known or unknown, that Independent Advisor has asserted or could have asserted against Ameriprise based upon any act or omission from the beginning of time to date.

Further, where applicable, by signing this Agreement, Independent Advisor expressly waives any and all rights under California Civil Code § 1542, or any like or similar statute or common law doctrine, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Thus, where applicable, notwithstanding the provisions of California Civil Code § 1542, and for the purpose of implementing the full and complete release and discharge intended by the parties, Independent Advisor expressly acknowledges that this Agreement is intended to include in its effect, without limitation, claims and causes of action that Independent Advisor does not know of or suspect to exist in Independent Advisor's favor at the time of execution hereof and that Independent Advisor intends by this Agreement to extinguish all such claims and causes of action.

In consideration of the provisions of the Note, Independent Advisor further agrees to waive any and all rights under the laws of any jurisdiction in the United States or any other country that limit a release to claims against Ameriprise, known, unknown, or suspected to exist in Independent Advisor's favor as of the date of execution of this document.

13. No previous waiver and no failure or delay by Ameriprise in acting with respect to the terms of the Note shall constitute a waiver of any breach, default or failure of condition under the Note or the obligations of Independent Advisor secured thereby.

14. A waiver or modification of any term of the Note or any of the obligations secured thereby must be made in writing and signed by a duly authorized representative of Ameriprise and shall be limited to the express terms of such waiver or modification. Independent Advisor may not rely on any oral waivers or modifications and no such oral waiver or modification shall be binding on Ameriprise or otherwise be effective.

15. The obligations set forth herein shall be construed as agreements independent of any other provision in any other agreement by, between, among, or affecting Ameriprise and Independent Advisor, and the existence of any claim or cause of action of Independent Advisor against Ameriprise, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of this Note or the obligations of Independent Advisor hereunder.

16. If any provision of this Note is held invalid or unenforceable by any court of competent jurisdiction or arbitration panel, the other provisions of this Note will remain in full force and effect. Any provision of this Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

17. Independent Advisor agrees that in Independent Advisor's affiliation with Ameriprise, Independent Advisor will receive valuable and confidential trade secret information, including, without limitation, the identity of clients and potential clients and their contact information, information regarding the operational, sales, promotional and marketing methods and techniques of company. In recognition and in consideration for this Note and other benefits, to protect the confidentiality of Ameriprise's client information and goodwill Independent Advisor agrees that (a) during the term of Independent Advisor's affiliation with Ameriprise and (b) until all obligations under this or any other Ameriprise note have been satisfied Independent Advisor shall not, either directly or indirectly, for the benefit of Independent Advisor or through, on behalf of, or in conjunction with any person or entity, encourage, assist, participate, induce or attempt to induce any client or prospective customer to terminate or otherwise change or limit their relationship with Ameriprise or its affiliates.

18. In the event Independent Advisor becomes inactive for a period of 30 consecutive days or more for any reason, including but not limited to a Leave of Absence or a suspension, all monthly payments to Ameriprise under this Agreement will be suspended for the time that Independent Advisor remains inactive. Interest at the current rate specified herein will continue to accrue during any such period of suspended payments. If the Independent Advisor returns to active affiliation at Ameriprise within four months from the initial date of absence, upon Independent Advisor's return to active affiliation at Ameriprise, suspended payments shall be processed and future payments shall resume under this Agreement. If the Independent Advisor returns to active affiliation at Ameriprise more than four months from the initial date of absence, upon Independent Advisor's return to active affiliation at Ameriprise, the date for all suspended and future payment obligations shall be extended by a period of months equal to the number of months of the Independent Advisor's inactivity. Failure to return from leave under company policy resulting in termination of affiliation will be considered an event of default under the terms of this Note.

***FOR ILLUSTRATIVE PURPOSES ONLY - DO NOT SIGN***

\_\_\_\_\_  
Sample Advisor

\_\_\_\_\_  
Date

**IMPORTANT: PLEASE READ CAREFULLY**

**PROMISSORY NOTE  
ACKNOWLEDGEMENT FORM**

I have previously been furnished, and have read and signed, the attached Promissory Note. I understand that:

1. This loan does not constitute a bonus, and if my Independent Financial Advisor Business Franchise Agreement with Ameriprise Financial Services, LLC (“Ameriprise”) is terminated voluntarily or for any reason, all outstanding principal and interest under the Note will become immediately due and payable to Ameriprise Financial Services, LLC.
2. In the event that Independent Advisor is in default with respect to the Note, Independent Advisor hereby irrevocably authorizes and empowers FINRA to enter an award against Independent Advisor on an expedited basis and in favor of Ameriprise, its representatives and assigns, for which this Agreement, or a true copy hereof, shall be a sufficient warrant, at any time or times after default, and as to any term, for the whole or any part of said amounts, with or without declaration, with collection fees and costs of suit, without stay of execution, and with attorney’s fees and costs. The authority herein granted to enter the award shall not be exhausted by any exercise thereof, but shall continue from time to time and at all times until full payment of all said amounts. Independent Advisor hereby waives and releases all errors, defects, imperfections, appeals, and any stay of execution in any proceedings instituted by Ameriprise under this Agreement. Independent Advisor waives the benefit of any laws or rules of court now or hereafter in effect relating to exemption, appraisal, stay of execution, or other relief from the entry of an award.
3. As stated in the Promissory Note, if Ameriprise initiates legal proceedings against me in FINRA Arbitration for claims arising under this Promissory Note (a “Note Arbitration”), I fully agree and acknowledge that:
  - I hereby waive the right to file any counterclaims against Ameriprise in the Note Arbitration.
  - I hereby waive the right to file any affirmative defenses, other than defenses alleging payment, against Ameriprise in the Note Arbitration.
  - If I breach the terms of the Note by either filing counterclaims, filing affirmative defenses other than those alleging payment, or both, then I:
    - Stipulate to the entry of an order striking the counterclaims and/or affirmative defenses without prejudice; and
    - Agree to pay all costs of defense against these claims and defenses, including reasonable attorney’s fees and costs.
  - Finally, I hereby acknowledge and authorize Ameriprise to file a Stipulated Motion for the Entry of an Award against me for the amounts as authorized and defined in the Promissory Note.

***FOR ILLUSTRATIVE PURPOSES ONLY - DO NOT SIGN***

\_\_\_\_\_  
Sample Advisor

\_\_\_\_\_  
Date

**SAMPLE - TRANSITION  
BONUS AGREEMENT**

This Agreement is made on December 21, 2023 by and between Ameriprise Financial Services, LLC (“Ameriprise”), a Delaware Corporation, and Sample Advisor (“Independent Advisor”).

WHEREAS, Ameriprise and Independent Advisor believe it mutually advantageous to provide for the payment of bonuses to Independent Advisor in consideration of Independent Advisor's ongoing operation of the Ameriprise Financial Services, LLC Independent Financial Advisor Business (the “Franchise”);

WHEREAS, if this is the Independent Advisor’s first bonus with Ameriprise, and Independent Advisor has made certain representations to Ameriprise concerning Independent Advisor's employment or affiliation at his/her previous employer, associated firm, broker-dealer or Registered Investment Advisor, upon which Ameriprise has relied in entering into this Bonus Agreement, including, but not limited to, that Independent Advisor has satisfactory credit; and that Independent Advisor has disclosed to Ameriprise whether Independent Advisor is the subject of any compliance related investigations, whether formal or informal, for conduct which would constitute a violation of any rules for which a person could be disciplined by any self-regulatory organization, any provision of the Securities and Exchange Act of 1934, or any state statute prohibiting fraudulent or unethical conduct in connection with the offer, sale or purchase of a security or in connection with the rendering of investment advice;

NOW THEREFORE, the parties hereto agree as follows:

1. Subject to the other provisions of this Agreement, including, without limitation, all conditions precedent to the payment of the referenced bonus amounts herein, and if Independent Advisor’s Franchise agreement is still in effect and Independent Advisor is in good standing (not in default), Ameriprise shall pay to Independent Advisor bonuses in monthly installments of \$1,413.86 for 7 years on the second payday Friday of each month starting the second month of this Agreement.

2. No unpaid bonus shall be, or become, due and payable hereunder unless (a) Independent Advisor's Franchise agreement is in effect from the date hereof to and including the date such bonus is due and payable according to the schedule contained in Paragraph 1 above (provided, however that in the event of the death of the Independent Advisor, all bonuses shall be accelerated and become due and payable as of the date of such Independent Advisor's death); (b) Independent Advisor has obtained and retained all licenses and registrations from the FINRA, exchanges, state securities commissions and other regulatory bodies as Ameriprise shall determine necessary in order to conduct securities or futures transactions; and/or (c) Independent Advisor has not defaulted or is otherwise considered to be in default as to any other obligation he/she owes to Ameriprise and/or any related business entity or affiliate. Further any incident of breach or default by Independent Advisor of any other Agreements or obligations of Independent Advisor to Ameriprise, including, but not limited to, maintaining proper licensure and complying with all applicable laws and regulations, as well as complying with Ameriprise policies and Code of Conduct, may also serve as a default to this Agreement at Ameriprise's sole discretion.
3. If Independent Advisor is deemed by Ameriprise to no longer be entitled to bonus payments as described herein, Independent Advisor agrees to repay to Ameriprise any and all bonus payments paid in accordance with this Agreement for the ninety (90) day period preceding the aforementioned determination of lack of entitlement, or other period preceding default allowed under applicable law (if a shorter time period is so prescribed).
4. This Agreement and any bonus payable hereunder shall not be subject to option or assignable either by voluntary or involuntary assignment or by operation of law including (without limitation) bankruptcy, garnishment, attachment or other creditors' process, provided however that the provisions of this Paragraph 4 shall not apply to any affiliate or subsidiary of Ameriprise.
5. This Agreement contains the entire agreement between the parties relating to bonuses to be paid Independent Advisor hereunder and cannot be altered or amended except by a written agreement executed by the parties.
6. It is intended that the payments under this Agreement qualify for the short-term deferral exemption to Section 409A, so as to prevent the inclusion in gross income of any amounts accrued hereunder in a taxable year prior to the taxable year or years in which such amount would otherwise be actually distributed or made available to Independent Advisor hereunder. This Agreement shall be administered and interpreted to the extent possible in a manner consistent with that intent and the Ameriprise Policy Regarding Section 409A Compliance.
7. Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the rules of the Financial Industry Regulatory Authority and judgment upon the award entered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



8. Independent Advisor, in exchange for the benefits and consideration described in this document, as well as continued operation of the Franchise, and any transitional funds to be provided to Independent Advisor, releases and discharges Ameriprise and its related entities and affiliates, as well as respective current and former directors, officers, employees, agents, successors or assigns, as well as all employee benefit plans of Ameriprise and its affiliates, from any and all actions, causes of action, claims, allegations, demands, rights, obligations, liabilities, grievances or charges, whether known or unknown, that Independent Advisor has asserted or could have asserted against Ameriprise based upon any act or omission from the beginning of time to date.

Further, where applicable, by signing this Agreement, Independent Advisor expressly waives any and all rights under California Civil Code § 1542, or any like or similar statute or common law doctrine, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Thus, where applicable, notwithstanding the provisions of California Civil Code § 1542, and for the purpose of implementing the full and complete release and discharge intended by the parties, Independent Advisor expressly acknowledges that this Agreement is intended to include in its effect, without limitation, claims and causes of action that Independent Advisor does not know of or suspect to exist in Independent Advisor's favor at the time of execution hereof and that Independent Advisor intends by this Agreement to extinguish all such claims and causes of action.

In consideration of the provisions of the Note, Independent Advisor further agrees to waive any and all rights under the laws of any jurisdiction in the United States or any other country that limit a release to claims against Ameriprise, known, or suspected to exist in Independent Advisor's favor as of the date of execution of this document.

9. The terms of this Agreement shall be kept confidential by the Independent Advisor and shall not be disclosed by the Independent Advisor to any third party at any time, other than to the Independent Advisor's attorneys and accountants who also agree to be bound by all of the confidentiality provisions of this Agreement, unless otherwise required by process of law. Additionally, this Agreement and its terms shall not be used or disclosed by the Independent Advisor in any court action, arbitration or other legal proceeding. Nothing herein, however, shall prohibit the Independent Advisor or his/her attorney from responding to an inquiry from a regulator of the SEC, FINRA, or any other self-regulatory organization regarding this agreement or its underlying facts and circumstances.
10. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction or arbitration panel, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
11. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of New York, without reference to the principles of choice of law thereof.
12. A waiver or modification of any term of this Agreement or any of the obligations secured thereby must be made in writing and signed by a duly authorized officer of Ameriprise and shall be limited to the express terms of such waiver or modification. Independent Advisor may not rely on any oral waivers or modifications and no such oral waiver or modification shall be binding on Ameriprise or otherwise be effective.
13. In the event Independent Advisor becomes inactive for a period of 30 consecutive days or more for any reason, including but not limited to a Leave of Absence or a suspension, all monthly payments to Independent Advisor under this Agreement will be suspended for the time that Independent Advisor remains inactive. If the Independent Advisor returns to active employment at Ameriprise within four months from the initial date of absence, upon Independent Advisor's return to active employment at Ameriprise, suspended payments shall be processed and future payments shall resume under this Agreement. If the Independent Advisor returns to active employment at Ameriprise more than four months from the initial date of absence, upon Independent Advisor's return to active employment at Ameriprise, the date for all suspended and future payment obligations shall be extended by a period of months equal to the number of months of the Independent Advisor's inactivity. While Independent Advisor remains inactive, Independent Advisor is ineligible to receive payments under this Agreement and Independent Advisor does not earn any amounts due under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in the City of Minneapolis, in the State of Minnesota on the date first hereinabove written.

INDEPENDENT ADVISOR

*FOR ILLUSTRATIVE PURPOSES ONLY - DO NOT SIGN*

\_\_\_\_\_  
Sample Advisor

\_\_\_\_\_  
Date

AMERIPRISE FINANCIAL SERVICES, LLC

*FOR ILLUSTRATIVE PURPOSES ONLY - DO NOT SIGN*

\_\_\_\_\_  
Ameriprise Signature

\_\_\_\_\_  
Date

# Monthly Amortization Schedule

Interest is calculated based on the semi-annual mid-term APR for the current month plus 25 bps. Promissory Notes are contingent upon credit history approval. All terms of the signed offer letter, promissory note, and bonus agreement apply and will prevail. Ameriprise Financial Services, LLC, Member FINRA and SIPC, is an Equal Opportunity Employer.

Sample Advisor

<b>Principal Amount</b>	\$100,000.00
<b>Interest Rate</b>	5.01%
<b>Monthly Interest</b>	0.42%
<b>Term in Years</b>	7
<b>Term in Months</b>	84

Month	Principal Balance	Principal Payment	Interest Payment	Monthly Payment	Ending Principal Balance
1	\$100,000.00	\$996.36	\$417.50	\$1,413.86	\$99,003.64
2	\$99,003.64	\$1,000.52	\$413.34	\$1,413.86	\$98,003.12
3	\$98,003.12	\$1,004.70	\$409.16	\$1,413.86	\$96,998.42
4	\$96,998.42	\$1,008.89	\$404.97	\$1,413.86	\$95,989.53
5	\$95,989.53	\$1,013.10	\$400.76	\$1,413.86	\$94,976.42
6	\$94,976.42	\$1,017.33	\$396.53	\$1,413.86	\$93,959.09
7	\$93,959.09	\$1,021.58	\$392.28	\$1,413.86	\$92,937.51
8	\$92,937.51	\$1,025.85	\$388.01	\$1,413.86	\$91,911.66
9	\$91,911.66	\$1,030.13	\$383.73	\$1,413.86	\$90,881.53
10	\$90,881.53	\$1,034.43	\$379.43	\$1,413.86	\$89,847.10
11	\$89,847.10	\$1,038.75	\$375.11	\$1,413.86	\$88,808.35
12	\$88,808.35	\$1,043.09	\$370.77	\$1,413.86	\$87,765.27
13	\$87,765.27	\$1,047.44	\$366.42	\$1,413.86	\$86,717.82
14	\$86,717.82	\$1,051.81	\$362.05	\$1,413.86	\$85,666.01
15	\$85,666.01	\$1,056.21	\$357.66	\$1,413.86	\$84,609.81
16	\$84,609.81	\$1,060.61	\$353.25	\$1,413.86	\$83,549.19
17	\$83,549.19	\$1,065.04	\$348.82	\$1,413.86	\$82,484.15
18	\$82,484.15	\$1,069.49	\$344.37	\$1,413.86	\$81,414.66
19	\$81,414.66	\$1,073.95	\$339.91	\$1,413.86	\$80,340.70
20	\$80,340.70	\$1,078.44	\$335.42	\$1,413.86	\$79,262.27
21	\$79,262.27	\$1,082.94	\$330.92	\$1,413.86	\$78,179.32
22	\$78,179.32	\$1,087.46	\$326.40	\$1,413.86	\$77,091.86
23	\$77,091.86	\$1,092.00	\$321.86	\$1,413.86	\$75,999.86
24	\$75,999.86	\$1,096.56	\$317.30	\$1,413.86	\$74,903.30
25	\$74,903.30	\$1,101.14	\$312.72	\$1,413.86	\$73,802.16
26	\$73,802.16	\$1,105.74	\$308.12	\$1,413.86	\$72,696.42
27	\$72,696.42	\$1,110.35	\$303.51	\$1,413.86	\$71,586.07
28	\$71,586.07	\$1,114.99	\$298.87	\$1,413.86	\$70,471.08
29	\$70,471.08	\$1,119.64	\$294.22	\$1,413.86	\$69,351.44
30	\$69,351.44	\$1,124.32	\$289.54	\$1,413.86	\$68,227.12
31	\$68,227.12	\$1,129.01	\$284.85	\$1,413.86	\$67,098.10
32	\$67,098.10	\$1,133.73	\$280.13	\$1,413.86	\$65,964.38
33	\$65,964.38	\$1,138.46	\$275.40	\$1,413.86	\$64,825.92
34	\$64,825.92	\$1,143.21	\$270.65	\$1,413.86	\$63,682.71

Month	Principal Balance	Principal Payment	Interest Payment	Monthly Payment	Ending Principal Balance
35	\$63,682.71	\$1,147.99	\$265.88	\$1,413.86	\$62,534.72
36	\$62,534.72	\$1,152.78	\$261.08	\$1,413.86	\$61,381.94
37	\$61,381.94	\$1,157.59	\$256.27	\$1,413.86	\$60,224.35
38	\$60,224.35	\$1,162.42	\$251.44	\$1,413.86	\$59,061.93
39	\$59,061.93	\$1,167.28	\$246.58	\$1,413.86	\$57,894.65
40	\$57,894.65	\$1,172.15	\$241.71	\$1,413.86	\$56,722.50
41	\$56,722.50	\$1,177.04	\$236.82	\$1,413.86	\$55,545.45
42	\$55,545.45	\$1,181.96	\$231.90	\$1,413.86	\$54,363.50
43	\$54,363.50	\$1,186.89	\$226.97	\$1,413.86	\$53,176.60
44	\$53,176.60	\$1,191.85	\$222.01	\$1,413.86	\$51,984.75
45	\$51,984.75	\$1,196.82	\$217.04	\$1,413.86	\$50,787.93
46	\$50,787.93	\$1,201.82	\$212.04	\$1,413.86	\$49,586.11
47	\$49,586.11	\$1,206.84	\$207.02	\$1,413.86	\$48,379.27
48	\$48,379.27	\$1,211.88	\$201.98	\$1,413.86	\$47,167.39
49	\$47,167.39	\$1,216.94	\$196.92	\$1,413.86	\$45,950.46
50	\$45,950.46	\$1,222.02	\$191.84	\$1,413.86	\$44,728.44
51	\$44,728.44	\$1,227.12	\$186.74	\$1,413.86	\$43,501.32
52	\$43,501.32	\$1,232.24	\$181.62	\$1,413.86	\$42,269.08
53	\$42,269.08	\$1,237.39	\$176.47	\$1,413.86	\$41,031.69
54	\$41,031.69	\$1,242.55	\$171.31	\$1,413.86	\$39,789.13
55	\$39,789.13	\$1,247.74	\$166.12	\$1,413.86	\$38,541.39
56	\$38,541.39	\$1,252.95	\$160.91	\$1,413.86	\$37,288.44
57	\$37,288.44	\$1,258.18	\$155.68	\$1,413.86	\$36,030.26
58	\$36,030.26	\$1,263.43	\$150.43	\$1,413.86	\$34,766.83
59	\$34,766.83	\$1,268.71	\$145.15	\$1,413.86	\$33,498.12
60	\$33,498.12	\$1,274.01	\$139.85	\$1,413.86	\$32,224.11
61	\$32,224.11	\$1,279.33	\$134.54	\$1,413.86	\$30,944.79
62	\$30,944.79	\$1,284.67	\$129.19	\$1,413.86	\$29,660.12
63	\$29,660.12	\$1,290.03	\$123.83	\$1,413.86	\$28,370.09
64	\$28,370.09	\$1,295.42	\$118.45	\$1,413.86	\$27,074.67
65	\$27,074.67	\$1,300.82	\$113.04	\$1,413.86	\$25,773.85
66	\$25,773.85	\$1,306.26	\$107.61	\$1,413.86	\$24,467.59
67	\$24,467.59	\$1,311.71	\$102.15	\$1,413.86	\$23,155.89
68	\$23,155.89	\$1,317.19	\$96.68	\$1,413.86	\$21,838.70
69	\$21,838.70	\$1,322.68	\$91.18	\$1,413.86	\$20,516.02
70	\$20,516.02	\$1,328.21	\$85.65	\$1,413.86	\$19,187.81
71	\$19,187.81	\$1,333.75	\$80.11	\$1,413.86	\$17,854.06
72	\$17,854.06	\$1,339.32	\$74.54	\$1,413.86	\$16,514.74
73	\$16,514.74	\$1,344.91	\$68.95	\$1,413.86	\$15,169.83
74	\$15,169.83	\$1,350.53	\$63.33	\$1,413.86	\$13,819.30
75	\$13,819.30	\$1,356.17	\$57.70	\$1,413.86	\$12,463.13
76	\$12,463.13	\$1,361.83	\$52.03	\$1,413.86	\$11,101.31
77	\$11,101.31	\$1,367.51	\$46.35	\$1,413.86	\$9,733.79
78	\$9,733.79	\$1,373.22	\$40.64	\$1,413.86	\$8,360.57
79	\$8,360.57	\$1,378.96	\$34.91	\$1,413.86	\$6,981.62
80	\$6,981.62	\$1,384.71	\$29.15	\$1,413.86	\$5,596.90
81	\$5,596.90	\$1,390.49	\$23.37	\$1,413.86	\$4,206.41
82	\$4,206.41	\$1,396.30	\$17.56	\$1,413.86	\$2,810.11

<b>Month</b>	<b>Principal Balance</b>	<b>Principal Payment</b>	<b>Interest Payment</b>	<b>Monthly Payment</b>	<b>Ending Principal Balance</b>
83	\$2,810.11	\$1,402.13	\$11.73	\$1,413.86	\$1,407.98
84	\$1,407.98	\$1,407.98	\$5.88	\$1,413.86	\$0.00

## EXHIBIT I



### ADVISORCOMPASS® SOFTWARE LICENSE USER'S AGREEMENT

*AdvisorCompass*® software is that group of software and other technology tools furnished to you by Ameriprise Financial for use in conjunction with your activities as an agent, employee or independent contractor of Ameriprise Financial Services, LLC or any of its affiliates (collectively, "Ameriprise Financial"). That group of software and tools is subject to this *AdvisorCompass*® Software License User's Agreement ("Agreement"), and it includes three categories of software along with all associated documentation contained or supplied in connection with that software (collectively, the "Licensed Software"):

- Software developed and owned by Ameriprise Financial;
- Software or software enhancements developed exclusively for Ameriprise Financial by a third party, but owned, in whole or in part, by that third party; and
- Software owned by a third party and licensed to Ameriprise Financial.

Ameriprise Financial reserves the right to monitor installation and usage of the Licensed Software at any time and by remote means.

#### TERMS AND CONDITIONS

The Licensed Software is furnished to you solely for use in conjunction with your activities as an agent, employee or independent contractor of Ameriprise Financial. No other use of the Licensed Software is permitted, including, but not limited to, use in support of an outside business activity even if the outside business activity has otherwise been approved by or disclosed to Ameriprise Financial. The use of the Licensed Software is also subject to the following additional terms and conditions:

1. SOFTWARE LICENSE. Ameriprise Financial hereby grants you a non-exclusive, non-transferable and revocable, single-user license to use the Licensed Software in the United States, in accordance with the terms and conditions of this Agreement and the applicable licenses granted to Ameriprise Financial by the third parties from which Ameriprise Financial has taken a license. The single-user license granted hereunder grants you the right to use the Licensed Software on a single computer. The Licensed Software is licensed and not sold, and no right to grant sublicenses is included in this license grant. If you desire to use the Licensed Software with more than one user, a separate license will be required.
2. SCOPE OF PERMITTED USE. The Licensed Software may be used solely in connection with your activities as an agent, employee or independent contractor of Ameriprise Financial ("Licensed Activities"), which may include maintaining and servicing financial records for financial planning clients. It is a violation of this Agreement to:
  - A. Use the Licensed Software in a manner adverse to the interests of Ameriprise Financial or for purposes not directly related to the Licensed Activities;
  - B. Use the Licensed Software in support of an outside business activity even if the outside business activity has been approved by or disclosed to Ameriprise Financial;
  - C. Sell, lease, lend or make copies of the Licensed Software;
  - D. Make alterations to the Licensed Software or its associated copyright logos, notices or trademarks. It is also a violation of this Agreement to decompile, disassemble or reverse engineer the Licensed Software;
  - E. Attempt to assign or transfer your rights under this Agreement, in any manner, to others without the prior written consent of Ameriprise Financial;
  - F. Publish, transmit, display, operate, make available or otherwise disclose the Licensed Software or any terms of the applicable agreements relating thereto, to any third party without a separate license, approval and clearance according to Ameriprise Financial corporate information security requirements;  
or
  - G. Use the Licensed Software in any manner not explicitly authorized by this Agreement.

Violation of any of these provisions shall be the basis for immediate termination of this Agreement. Termination of the Agreement shall be in addition to, and not in lieu of, any other equitable or legal remedies available to Ameriprise Financial.

3. **PRICE AND PAYMENT.** You agree to pay Ameriprise Financial for use of the Licensed Software, pursuant to the fees and payment terms set forth in the Software and Pricing Schedule. Ameriprise Financial has the right to terminate the Agreement and the license(s) granted herein for non-payment of the fees and payments as set forth in the Software and Pricing Schedule.
4. **CONFIDENTIALITY.** You acknowledge and agree that all aspects of the Licensed Software are confidential, trade secret information (“Confidential Information”) of Ameriprise Financial or its licensors. You agree not to disclose the Confidential Information to any third party, to protect it and not use it in a manner adverse to the interests of Ameriprise Financial or its licensors, or for any purpose not directly related to the conduct of the Licensed Activities.
5. **PROPRIETARY RIGHTS.** All intellectual proprietary and ownership rights, including any copyrights, patents, service marks, trademarks, trade names or trade secrets in the Licensed Software and any enhancements or modifications thereto, belong either to Ameriprise Financial or its licensors. This Agreement is not a sale of a copy of the Licensed Software, and ownership of the Licensed Software and all components and copies thereof shall, at all times, remain with Ameriprise Financial and/or its licensors, regardless of who may be deemed the owner of the tangible media in or on which the Licensed Software may be provided to you or is copied, encoded or otherwise fixed.
6. **LIMITATION OF LIABILITY.** IN NO EVENT WILL AMERIPRISE FINANCIAL BE LIABLE TO YOU, YOUR PRACTICE OR TO ANY OTHER PERSON OR ENTITY FOR ANY CORRUPTED OR LOST DATA, LOST PROFITS, LOST SAVING OR OTHER SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED BY AMERIPRISE FINANCIAL UNDER THIS AGREEMENT.
7. **WARRANTY DISCLAIMER.** THE LICENSED SOFTWARE IS FURNISHED BY AMERIPRISE FINANCIAL AND ACCEPTED BY YOU “AS IS”, WITHOUT ANY WARRANTY WHATSOEVER, EXCEPT FOR SUCH WARRANTIES, IF ANY, THAT YOU MAY RECEIVE BY OPERATION OF LAW FROM A THIRD-PARTY LICENSOR OR VENDOR. ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR TITLE ARE SPECIFICALLY DISCLAIMED AND EXCLUDED BY AMERIPRISE FINANCIAL. AMERIPRISE FINANCIAL DOES NOT WARRANT THAT THE LICENSED SOFTWARE IS FIT FOR ANY PARTICULAR PURPOSE, THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE ERROR FREE OR UNINTERRUPTED OR THAT THE LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS. AS BETWEEN YOU AND AMERIPRISE FINANCIAL, THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED SOFTWARE IS WITH YOU.
8. **TERMINATION.** The license granted under this Agreement will terminate automatically and immediately, without notice from Ameriprise Financial, in the event that: (i) you violate any of the terms or conditions of this Agreement; or (ii) your association with Ameriprise Financial is terminated. Without limiting any of the provisions above, Ameriprise Financial shall have the right to terminate this Agreement and license(s) granted herein in the event you, your practice or its officers or employees violate any provision of this Agreement, including, but not limited to, confidentiality and payment. In the event of termination of this Agreement, you will, within fifteen (15) calendar days, either return all copies of the Licensed Software to Ameriprise Financial or remove the same from your hard drive following the procedure outlined in the Compliance Manual Policy 2.9 and certify to Ameriprise Financial in writing that all copies not returned to Ameriprise Financial have been irretrievably destroyed. Termination under this paragraph shall not relieve you of your obligations of confidentiality regarding the Licensed Software or any payments due. Returned copies shall be delivered to:

Advisor Technology Solutions  
646 Ameriprise Financial Center  
Minneapolis, Minnesota 55474

In addition, upon termination of this Agreement, you agree to, within fifteen (15) calendar days, uninstall all Licensed Software provided to you under this Agreement.

9. **CHOICE OF LAW.** This Agreement shall in all respects be governed by, interpreted, construed and enforced in accordance with the laws of the United States of America and the State of Minnesota. Any action between Ameriprise Financial and you will be venued in a federal or state court situated within the State of Minnesota,



and you hereby irrevocably agree to submit yourself to the personal jurisdiction of such courts for such purpose.

10. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement and understanding between Ameriprise Financial and you regarding the subject matter hereof, and supersedes any prior representations, advertisements, statements, proposals, negotiations, discussions, understandings or agreement regarding the subject matter. This Agreement may not be modified or amended except in writing signed by the party against whom the same is sought to be enforced.
11. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
12. **REMEDIES.** In the event you breach this Agreement, you agree that Ameriprise Financial, in addition to any other damages, remedies or rights available in equity or at law, shall be entitled to: (i) injunctive relief enjoining and restraining any such breach by you; and (ii) recover from you all costs and expenses, including attorney's fees, incurred by Ameriprise Financial as a consequence of any such breach.
13. **WAIVER.** The failure by either party hereto to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

**Independent Advisor**

**Ameriprise Financial Services, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

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## EXHIBIT J INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Lucas	Jennifer	3601 Minnesota Dr	Anchorage	AK	99503-3668	907.276.1911
Buehner	Jason	700 W 41st Ave, Ste 201	Anchorage	AK	99503-6603	907.677.1606
Randall	Mark	4332 Boulevard Park S, Ste D	Mobile	AL	36609-3423	251.345.0601
Rothstein	Michael	4332 Boulevard Park S, Ste D	Mobile	AL	36609-3423	251.345.0601
Kurgan	John	4332 Boulevard Park S, Ste D	Mobile	AL	36609-3423	251.345.0601
Gilbert	Jeffrey	132 Cove Ave Ste 2, PO Box 1367	Gulf Shores	AL	36542-3527	251.215.6733
Mc Mullen	Kerry	2607 Dauphin St Ste B, Ste D	Mobile	AL	36606-4805	251.461.6237
Cottle	Marc	3280 Morgan Dr Ste 100	Vestavia Hills	AL	35216-3088	205.968.9222
Moller	Richard	1112 Bradshaw Dr	Florence	AL	35630-1438	256.764.2205
Romer-jordan	Ryan	1112 Bradshaw Dr	Florence	AL	35630-1438	256.764.2205
Mccooy	Shawn	1400 Jack Warner Pkwy NE Ste 1	Tuscaloosa	AL	35404-1002	205.242.1251
Hayes	Daniel	1400 Urban Center Dr, Ste 420	Birmingham	AL	35242-2222	205.968.9899
Johnson	Cheryl	5120 Selkirk Dr, Ste 200	Birmingham	AL	35242-4165	205.313.9153
Nocon	Nannette	1817 Commons North Dr	Tuscaloosa	AL	35406-3700	205.345.2035
Kreuser	Marc	1817 Commons North Dr	Tuscaloosa	AL	35406-3700	205.345.2035
Baringer	John	1400 Urban Center Dr, Ste 420	Birmingham	AL	35242-2222	205.968.9899
Smith	Peter	1022 Edenton St	Birmingham	AL	35242-9258	205.983.6401
Mancuso	Anthony	5120 Selkirk Dr, Ste 200	Birmingham	AL	35242-4165	205.313.9153
Ufland	Glenn	31 Inverness Center Pkwy, Ste 550	Birmingham	AL	35242-4816	205.313.9150
Borchetta	Gene	1817 Commons North Dr	Tuscaloosa	AL	35406-3700	205.345.2035
Tata	Deborah	31 Inverness Center Pkwy, Ste 550	Birmingham	AL	35242-4816	205.313.9150
Chapis	Cheryl	2835 Zelda Road, Suite 18	Montgomery	AL	36106-2667	334.279.4000
Ellis	Matthew	1817 Commons North Dr	Tuscaloosa	AL	35406-3700	205.345.2035
Rietberg	Kathleen	3514 Montlimar Plaza Dr	Mobile	AL	36609-1739	251.344.5551
Gorczycki	Debbra	1817 Commons North Dr	Tuscaloosa	AL	35406-3700	205.345.2035
Mcgrath	Daniel	31 Inverness Center Pkwy, Ste 550	Birmingham	AL	35242-4816	205.313.9150
Kantor	Brenda	1451 W Main St	Dothan	AL	36301-1311	334.699.3620
Udal	Matthew	3514 Montlimar Plaza Dr	Mobile	AL	36609-1739	251.344.5551
Leone	Dennis	109 North Jefferson St, Suite 3	Huntsville	AL	35801-4813	256.704.4530
Correia	Jefferson	1549 Professional Pkwy, Ste A	Auburn	AL	36830-2858	334.887.8880
Costello	Brian	299 Hwy 75 N, PO Box 1367	Albertville	AL	35951-3835	256.878.1720
Balesano	James	2104 Exec Pk Dr	Opelika	AL	36801-6042	334.749.2755
Brannigan	Mark	299 Hwy 75 N, PO Box 1367	Albertville	AL	35951-3835	256.878.1720
Cruz	Kyong	7500 Memorial Pkwy SW, Ste 215-S	Huntsville	AL	35802-2200	256.705.3571
Wakefield	Jeffrey	6767 Old Madison Pike NW, Ste 405	Huntsville	AL	35806-2181	256.419.2673
Cornier	Henry	101 Lowe Ave SE Ste 1A	Huntsville	AL	35801-4237	256.715.8920
Butnick	Lester	39 Highway 79 N	Magnolia	AR	71753-3244	870.234.9050
Couzens	Matthew	36 Rahling Cir Ste 2	Little Rock	AR	72223-9187	501.975.7968
Henehan	John	22 Rahling Circle	Little Rock	AR	72223-9787	501.975.7924
Rohner	Paul	22 Rahling Circle	Little Rock	AR	72223-9787	501.975.7924
Nichols	Terrence	22 Rahling Circle	Little Rock	AR	72223-9187	501.975.7999
Vogler	Richard	175 S 12th St	Batesville	AR	72501-3532	870.793.4800
Bixby	Keith	415 N McKinley St, Ste 1140	Little Rock	AR	72205-3177	501.537.1100
Mc Cabe	James	3101 Free Ferry Rd, 1st floor	Fort Smith	AR	72903-1733	479.478.1000
King	Leigh	22 Rahling Circle	Little Rock	AR	72223-9787	501.975.7924
Halpin	Raymond	22 Rahling Circle	Little Rock	AR	72223-9787	501.975.7924
Duval	Stephen	22 Rahling Circle	Little Rock	AR	72223-9187	501.975.7999
Hedlund	Jennifer	2401 S 51 Court, Ste B	Fort Smith	AR	72903-3663	501.478.8800
Cerniglia	Jason	39 Highway 79 N	Magnolia	AR	71753-3244	870.234.9050
Deveau	Sherrie	5100 S Thompson St, Ste 211	Springdale	AR	72764-6941	479.717.2480
Pekala	Christopher	110 N Main St	Beebe	AR	72012-3046	501.882.6530
De Celle	Sherry	3244 Harrison St	Batesville	AR	72501-7500	870.793.9110
Barnes	Shawn	3101 Free Ferry Rd, 1st floor	Fort Smith	AR	72903-1733	479.478.1000
Rhoades	John	10 Parkstone Cir	N Little Rock	AR	72116-7086	501.975.2639
Sheridan	Steven	10 Parkstone Cir	N Little Rock	AR	72116-7086	501.975.2639
Buck	Bruce	307 N Chestnut St	Harrison	AR	72601-4411	870.741.3535
Campopiano	Rodney	1201 S Alma School Rd, Ste 10000	Mesa	AZ	85210-2014	480.833.1809
Berube	David	1201 S Alma School Rd, Ste 10000	Mesa	AZ	85210-2014	480.833.1809
Antosh	Eugene	18325 N Allied Way, Ste 125	Phoenix	AZ	85054-3107	480.905.0528
Pierce	Paul	268 E River Rd, Ste 100	Tucson	AZ	85704-5842	520.529.8145
Hayes	Philip	3610 N Prince Village Pl, Ste 130	Tucson	AZ	85719-2057	520.795.1648
Neely	Matthew	268 E River Rd, Ste 100	Tucson	AZ	85704-5842	520.529.8145
O'Brien	Patrick	5424 N Maguey Pl	Tucson	AZ	85750-9661	520.668.7935
Heagney	Robert	5151 E Broadway Blvd, Suite 730	Tucson	AZ	85711-3783	520.748.2384
Ferraro	Michael	3610 N Prince Village Pl, Ste 130	Tucson	AZ	85719-2057	520.795.1648
Arnold	Glenn	15396 N 83rd Ave, Bldg G-101	Peoria	AZ	85381-5622	623.486.8440
Salerno	Anthony	15396 N 83rd Ave, Bldg G-101	Peoria	AZ	85381-5622	623.486.8440
Guerrera	Lisa	15396 N 83rd Ave, Bldg G-101	Peoria	AZ	85381-5622	623.486.8440
Kaplove	Sharon	15396 N 83rd Ave, Bldg G-101	Peoria	AZ	85381-5622	623.486.8440
Kalivas	Constantine	15396 N 83rd Ave, Bldg G-101	Peoria	AZ	85381-5622	623.486.8440
Razzino	Pietro	7010 E Chaucey Ln, Ste 200	Phoenix	AZ	85054-3115	602.923.9800
Dezzutti	John	14274 N Northsight Blvd, Ste 100	Scottsdale	AZ	85260-3956	480.473.0376
Wischow	Kurt	17505 N 79th Ave Ste 102	Glendale	AZ	85308-8724	623.594.4600
Feinstein	Michael	5690 W Chandler Blvd, Ste 4	Chandler	AZ	85226-3356	480.397.9800

The information in this Exhibit J is provided only for the purpose of considering whether to purchase the Independent Financial Advisor Business. Use of this information for any other purpose, such as data mining, is strictly prohibited.

## EXHIBIT J INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Morgan	Christian	14274 N Northsight Blvd, Ste 100	Scottsdale	AZ	85260-3956	480.473.0376
Lalich	David	14274 N Northsight Blvd, Ste 100	Scottsdale	AZ	85260-3956	480.473.0376
Christensen	Jeffry	2425 S Stearman Dr Ste 210	Chandler	AZ	85286-5042	480.897.8667
Newman	Jon	14274 N Northsight Blvd, Ste 100	Scottsdale	AZ	85260-3956	480.473.0376
Rasmussen	William	2425 S Stearman Dr Ste 210	Chandler	AZ	85286-5042	480.897.8667
Forma	Noel	6909 E Greenway Pkwy, Ste 245	Scottsdale	AZ	85254-2173	602.794.0191
Tucker	Kevin	14274 N Northsight Blvd, Ste 100	Scottsdale	AZ	85260-3956	480.473.0376
Hoffman	Robert	14500 N Northsight Blvd, Ste 213	Scottsdale	AZ	85260-3661	602.825.3212
Blum	Joel	14274 N Northsight Blvd, Ste 100	Scottsdale	AZ	85260-3956	480.473.0376
Tracy	Dennis	17505 N 79th Ave Ste 102	Glendale	AZ	85308-8724	623.594.4600
Florio	Jeffrey	14274 N Northsight Blvd, Ste 100	Scottsdale	AZ	85260-3956	480.473.0376
Webber	Matthew	5690 W Chandler Blvd, Ste 4	Chandler	AZ	85226-3356	480.397.9800
Baudouin	Christopher	6181 W Park Ave	Chandler	AZ	85226-1195	480.753.1179
Somers	Keith	14274 N Northsight Blvd, Ste 100	Scottsdale	AZ	85260-3956	480.473.0376
Vallandingham	Charles	16427 N Scottsdale Rd Ste 410	Scottsdale	AZ	85254-7102	847.720.4688
Evans	Charles	14274 N Northsight Blvd, Ste 100	Scottsdale	AZ	85260-3956	480.473.0376
Arnold	Marc	7992 W Thunderbird Rd, Ste 110	Peoria	AZ	85381-4905	623.388.6465
Bumgarner	Gregory	6909 E Greenway Pkwy, Ste 245	Scottsdale	AZ	85254-2173	602.794.1166
Dunckel	Sarah	27670 N 67th Way	Scottsdale	AZ	85266-6767	707.236.6355
Lemieux	Scott	14274 N Northsight Blvd, Ste 100	Scottsdale	AZ	85260-3956	480.473.0376
Chambers	David	14274 N Northsight Blvd, Ste 100	Scottsdale	AZ	85260-3956	480.473.0376
Hagstrom	Donald	14274 N Northsight Blvd, Ste 100	Scottsdale	AZ	85260-3956	480.473.0376
Daggett	Leigh	14274 N Northsight Blvd, Ste 100	Scottsdale	AZ	85260-3956	480.473.0376
Daggett	Robert	7992 W Thunderbird Rd, Ste 110	Peoria	AZ	85381-4905	623.388.6465
Edgar	Thomas	551 Skyview Drive	Prescott	AZ	86303-5827	928.771.2007
Maki	Michelle	11811 N Tatum Blvd Ste 3031	Phoenix	AZ	85028-1621	602.834.0488
Gardner	David	4040 E Camelback Rd Ste 212	Phoenix	AZ	85018-8361	480.758.4239
Auger	Roger	4040 E Camelback Rd Ste 212	Phoenix	AZ	85018-8361	480.758.4239
Riley	Sean	4040 E Camelback Rd Ste 212	Phoenix	AZ	85018-8361	480.758.4239
Gilbert-Tondreau	Carol	4040 E Camelback Rd Ste 212, Ste 250	Phoenix	AZ	85018-8361	480.758.4239
Bonney	Jeffrey	4040 E Camelback Rd Ste 212	Phoenix	AZ	85018-8361	480.758.4239
Hoening	Lance	4040 E Camelback Rd Ste 212	Phoenix	AZ	85018-8361	480.758.4239
Lamb	James	14274 N Northsight Blvd, Ste 100	Scottsdale	AZ	85260-3956	480.473.0376
Hughes	John	1490 S Price Rd Ste 307	Chandler	AZ	85286-6610	480.917.0118
Deane	Jay	15333 N Pima Rd Ste 225	Scottsdale	AZ	85260-3035	480.550.7300
Hersey	Joseph	3100 W Ray Rd Ste 201, San Tan Corporate Cent	Chandler	AZ	85226-2472	480.386.5374
Lawler	Patrick	5210 E Williams Cir Ste 130	Tucson	AZ	85711-4497	520.327.3299
Simard	Matthew	5210 E Williams Cir Ste 130	Tucson	AZ	85711-4497	520.327.3299
White	Charles	5000 E Mediterranean Dr, Ste A	Sierra Vista	AZ	85635-2433	520.452.9988
Tuell	Michael	591 W Hamilton Ave, Ste 110	Campbell	CA	95008-0521	408.663.6418
Farago	David	755 Baywood Dr Ste 200	Petaluma	CA	94954-5508	707.658.4414
Morong	Daniel	2338 Lassen Pl	Davis	CA	95616-6605	530.231.5217
Reilly	Joanne	1900 O Farrell St, Ste 180	San Mateo	CA	94403-1332	650.593.9170
Mahler	Brian	591 W Hamilton Ave, Ste 110	Campbell	CA	95008-0521	408.663.6418
Kingsbury Roskilly	Kelly	1900 O Farrell St, Ste 180	San Mateo	CA	94403-1332	650.593.9170
LePain	Timothy	528 A St	Santa Rosa	CA	95401-5239	707.387.4630
Callahan	Thomas	2087 Grand Canal Blvd, Ste 2 & 3 & 4	Stockton	CA	95207-6651	209.478.9900
Bonin	Daniel	2087 Grand Canal Blvd, Ste 2 & 3 & 4	Stockton	CA	95207-6651	209.478.9900
Beynon	Charles	40291 Stagecoach Rd SE	Oakhurst	CA	93644-9574	559.683.3600
Moschella	Christopher	108 W Center Ave	Visalia	CA	93291-6228	559.732.4955
Swallow	James	36 E Morton Ave	Porterville	CA	93257-2422	559.781.8956
Woerdeman	George	2087 Grand Canal Blvd, Ste 2 & 3 & 4	Stockton	CA	95207-6651	209.478.9900
Finder	Avi	250 Cherry Ln, Ste 114	Manteca	CA	95337-4398	209.823.1526
Avery	Shawn	2087 Grand Canal Blvd, Ste 2 & 3 & 4	Stockton	CA	95207-6651	209.478.9900
Dolliver	Robert	1301 L St Ste 3	Modesto	CA	95354-0913	209.522.5223
Connors	Kevin	929 N Central Ave, Ste A	Tracy	CA	95376-3965	209.836.6400
Johnson	Jody	14778 Pipeline Ave, Ste A	Chino Hills	CA	91709-6028	909.597.7935
Christiansen	Kjell	250 W 1st St, Ste 218	Claremont	CA	91711-4748	909.622.1731
Donovan	David	225 E Santa Clara St Ste 208	Arcadia	CA	91006-7234	626.844.9242
Birnie	Peter	686 W Line St	Bishop	CA	93514-3315	760.873.8300
Adams	Stephen	7111 N Fresno St, Ste 260	Fresno	CA	93720-2959	559.435.2990
Rosenblum	Robert	3172 Collins Dr, Ste A	Merced	CA	95348-3131	209.383.7401
Mirabelli	Anthony	555 W Shaw Ave, Ste B5	Fresno	CA	93704-2503	559.222.7646
Hudak	Kelly	221 N Encina St	Visalia	CA	93291-4908	559.635.4701
Mc Intyre	Michael	7433 N 1st St Ste 102	Fresno	CA	93720-2851	559.490.7030
Burgess	Timothy	388 E Yosemite Ave Ste 200-D	Merced	CA	95340-8219	209.723.3361
Pedersen	Thomas	3337 G St, Ste D	Merced	CA	95340-0985	209.383.6577
Fox	Kelly	7161 N Millbrook Ave, Ste 103	Fresno	CA	93720-3362	559.432.6302
Meredith	Kevin	7433 N 1st St Ste 102	Fresno	CA	93720-2851	559.490.7030
Ames	David	7433 N 1st St Ste 102	Fresno	CA	93720-2851	559.490.7030
Ramsay	Peter	2147 Herndon Ave, Ste 104	Clovis	CA	93611-6305	559.326.0717
Hubbard	Erica	108 W Center Ave	Visalia	CA	93291-6228	559.471.0970
Donovan	Peter	5001 California Ave Ste 128	Bakersfield	CA	93309-1658	661.241.9393
Cratty	William	5001 California Ave Ste 128	Bakersfield	CA	93309-1658	661.241.9393

The information in this Exhibit J is provided only for the purpose of considering whether to purchase the Independent Financial Advisor Business. Use of this information for any other purpose, such as data mining, is strictly prohibited.

## EXHIBIT J INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Suraci	Chris	108 W Center Ave	Visalia	CA	93291-6228	559.471.0970
Johnson	Catherine	5927 Balfour Ct, Ste 207	Carlsbad	CA	92008-7377	760.804.9872
Carey	Bryan	5927 Balfour Ct, Ste 207	Carlsbad	CA	92008-7377	760.804.9872
Stanton	Albert	2111 Palomar Airport Rd, Ste 340	Carlsbad	CA	92011-1455	760.929.0776
Crespi	Briel	5927 Balfour Ct, Ste 207	Carlsbad	CA	92008-7377	760.804.9872
Robbins	Martin	2111 Palomar Airport Rd, Ste 340	Carlsbad	CA	92011-1455	760.929.0776
Wallander	Michael	2601 Airport Dr, Ste 110	Torrance	CA	90505-6142	310.891.3030
Gomes	Mark	3838 W Carson St, Ste 214	Torrance	CA	90503-6703	310.792.0900
Russo	Mark	3868 W Carson St, Ste 102	Torrance	CA	90503-6706	310.792.0900
Todd	Sean	3868 W Carson St, Ste 102	Torrance	CA	90503-6706	310.792.0900
Lookner	Samuel	1718 W Walnut Ave	Visalia	CA	93277-6233	559.733.8756
Psikarakis	Anthony	221 N Encina St	Visalia	CA	93291-4908	559.635.9602
Takach	Eric	1301 L St Ste 2	Modesto	CA	95354-0936	209.574.1003
Su	Hung-Chang	200 Pringle Ave, Ste 550	Walnut Creek	CA	94596-7301	925.979.0200
Tower	Graham	101 Gregory Ln Ste 42	Pleasant Hill	CA	94523-4924	925.332.5054
Carryl-Young	Judy	200 Pringle Ave, Ste 550	Walnut Creek	CA	94596-7301	925.979.0200
Gallagher	Christopher	1277 Treat Blvd Ste 660	Walnut Creek	CA	94597-7975	925.278.2550
Coffey	Stacey	1255 Treat Blvd Ste 300	Walnut Creek	CA	94597-7965	925.949.0888
Molzan	David	4314 Redwood Hwy, Ste 400	San Rafael	CA	94903-2147	415.492.8222
Omogrosso	Daniel	1333 N California Blvd, Ste 630	Walnut Creek	CA	94596-4538	925.295.1900
Derbyshire	Paul	4900 Hopyard Rd, Ste 270	Pleasanton	CA	94588-3346	925.469.6100
Fitzgerald	Catherine	200 Pringle Ave, Ste 550	Walnut Creek	CA	94596-7301	925.979.0200
Simeone	John	2233 Olympic Blvd	Walnut Creek	CA	94595-1623	925.952.9810
Carey	James	431 Cleveland St	Woodland	CA	95695-3901	530.666.2128
Fondo	Garth	101 Gregory Ln, Ste 36	Pleasant Hill	CA	94523-4915	925.356.7600
Smith	Dawn	200 Pringle Ave, Ste 550	Walnut Creek	CA	94596-7301	925.979.0200
Simon	David	1333 N California Blvd, Ste 630	Walnut Creek	CA	94596-4538	925.295.1900
Auteri	Alan	4314 Redwood Hwy, Ste 400	San Rafael	CA	94903-2147	415.492.8222
Khalil	Nermin	1333 N California Blvd, Ste 630	Walnut Creek	CA	94596-4538	925.295.1900
Daley	Kevin	3825 Hopyard Rd, Ste 124	Pleasanton	CA	94588-8529	925.225.2090
Lawyer	Mark	1333 N California Blvd, Ste 630	Walnut Creek	CA	94596-4538	925.295.1900
Van Loan	Rich	2033 N Main St Ste 363	Walnut Creek	CA	94596-3734	925.482.0886
Davidson	Wendy	3825 Hopyard Rd, Ste 124	Pleasanton	CA	94588-8529	925.225.2090
Meade	Alison	3825 Hopyard Rd, Ste 124	Pleasanton	CA	94588-8529	925.225.2090
Gerhardson	Brian	1333 N California Blvd, Ste 630	Walnut Creek	CA	94596-4538	925.295.1900
Marken	Anthony	1600 S Main St Ste 290	Walnut Creek	CA	94596-5388	925.356.8600
Kenney	Ellen	5 Corte Del Rey	Orinda	CA	94563-4303	925.631.0778
Flynn	Joseph	4314 Redwood Hwy, Ste 400	San Rafael	CA	94903-2147	415.492.8222
Kelly	John	101 Gregory Ln, Ste 36	Pleasant Hill	CA	94523-4915	925.356.7600
Colonna	Mark	2033 N Main St Ste 363	Walnut Creek	CA	94596-3734	925.482.0886
Forcier	James	2817 Crow Canyon Rd, Ste 206A	San Ramon	CA	94583-1639	925.820.0338
Gaudino	William	1 Kaiser Plaza, Ste 455	Oakland	CA	94612-3684	510.891.7050
Kutz	Jeffrey	1333 N California Blvd, Ste 630	Walnut Creek	CA	94596-4538	925.295.1900
Nolan	Carolyn	3825 Hopyard Rd, Ste 124	Pleasanton	CA	94588-8529	925.225.2090
Heenan	Daniel	3825 Hopyard Rd, Ste 124	Pleasanton	CA	94588-8529	925.225.2090
Connolly	Sean	200 Pringle Ave, Ste 550	Walnut Creek	CA	94596-7301	925.979.0200
Da Cunha	Darrel	1333 N California Blvd, Ste 630	Walnut Creek	CA	94596-4538	925.295.1900
Gray	Jennifer	431 Cleveland St	Woodland	CA	95695-3901	530.666.2128
Duval	Thomas	51 Daniels Ave	Vallejo	CA	94590-3035	707.534.6181
Greene	Paul	1350 Burton Dr, Ste 200	Vacaville	CA	95687-3542	707.451.9885
Carlson	Kurt	1005 A Street Ste 315	San Rafael	CA	94901-3128	415.926.3071
Kiefer	Brian	1333 N California Blvd, Ste 630	Walnut Creek	CA	94596-4538	925.295.1900
Pierce	Joseph	5588 N Palm Ave	Fresno	CA	93704-1913	559.438.9540
Rizzo	Mark	205 E El Segundo Blvd	El Segundo	CA	90245-3817	310.496.5560
Mullane	Jason	11845 W Olympic Blvd, Ste 980W	Los Angeles	CA	90064-5172	310.694.0076
Radesky	Richard	11150 W Olympic Blvd, Ste 1130	Los Angeles	CA	90064-1817	310.478.6156
Catalfamo	Andrew	2345 Erringer Rd, Ste 219	Simi Valley	CA	93065-2246	805.578.9200
Bacchetta	David	205 E El Segundo Blvd	El Segundo	CA	90245-3817	310.496.5560
Mina	Peter	750 N San Vicente Blvd, Ste 800 W	West Hollywood	CA	90069-5788	504.388.0462
Kane	Josh	716 Yarmouth Rd, Ste 209	Palos Verdes Estates	CA	90274-2667	310.625.5878
Rodier	James	7250 Redwood Blvd Ste 300	Novato	CA	94945-3269	415.883.3398
Maloney-Hagel	Karen	150 Post St, Ste 530	San Francisco	CA	94108-4720	415.623.2453
Garand	Irene	150 Post St, Ste 530	San Francisco	CA	94108-4720	415.623.2453
Mchugh	Paul	150 Post St, Ste 530	San Francisco	CA	94108-4720	415.623.2453
Mehta	Rohan	7250 Redwood Blvd Ste 300	Novato	CA	94945-3269	415.883.3398
Alvanos	Susan	25 Orinda Way Ste 205	Orinda	CA	94563-4403	925.905.9890
Goodwin	Alfred	7250 Redwood Blvd Ste 300	Novato	CA	94945-3269	415.883.3398
Loomer	Alfred	1 Sansome St, Ste 3500	San Francisco	CA	94104-4448	415.946.8845
Silvermail	Paul	150 Post St, Ste 530	San Francisco	CA	94108-4720	415.623.2453
Alvanos	Charles	1 Sansome St, Ste 3500	San Francisco	CA	94104-4448	415.946.8845
Fish-Kelly	Laura	9240 Old Redwood Hwy, Ste 200-258	Windsor	CA	95492-9349	707.387.9561
Whitestone	Kenneth	9240 Old Redwood Hwy, Ste 200-258	Windsor	CA	95492-9349	707.387.9561
Adams	Linda	4600 Duckhorn Dr	Sacramento	CA	95834-2591	916.554.7650
De Celle	Mark	2260 Douglas Blvd Ste 200	Roseville	CA	95661-4208	916.787.9988

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## EXHIBIT J INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Shine	Travis	1700 Eureka Rd Ste 110	Roseville	CA	95661-7746	916.783.1545
Fissette	Jennifer	11341 Gold Express Dr Ste 110, Ste 200	Gold River	CA	95670-4492	916.635.7801
Needham	David	7956 California Ave	Fair Oaks	CA	95628-7141	916.638.4600
Bazanovs	Peter	11341 Gold Express Dr Ste 110, Ste 200	Gold River	CA	95670-4492	916.635.7801
Miller	Scott	8080 Madison Ave, Ste 201B	Fair Oaks	CA	95628-3736	916.537.0450
George	Jennifer	1510 Poole Blvd Ste 302	Yuba City	CA	95991-5775	530.674.1111
Sperazzo	Matthew	2150 Main Street, Suite 1	Red Bluff	CA	96080-2372	530.528.1328
Hornung	John	301 S Ham Ln, Ste A	Lodi	CA	95242-3547	209.367.0236
Baldi	Anthony	2150 River Plaza Dr, Ste 290	Sacramento	CA	95833-4132	916.567.0489
Lurz	Michael	1451 River Park Dr, Ste 286	Sacramento	CA	95815-4522	916.669.9006
Rierner	Timothy	9245 Laguna Springs Dr, Ste 200	Elk Grove	CA	95758-7991	916.564.4881
Walter	William	801 S Ham Ln, Ste H	Lodi	CA	95242-7502	209.367.8700
Kubiak	Richard	4455 Morena Blvd, Ste 215 & Ste 216	San Diego	CA	92117-4359	858.490.4288
Haag	Peter	5405 Morehouse Drive, Suite 140	San Diego	CA	92121-4767	858.453.5600
Miskey	John	8880 Rio San Diego Dr, 8th floor	San Diego	CA	92108-1642	614.209.6055
Woodward	Mark	6725 Mesa Ridge Rd, Ste 200	San Diego	CA	92121-2925	858.678.8686
Massaro	Mark	12626 High Bluff Dr, Ste 450	San Diego	CA	92130-2056	858.693.7556
Neff	Scott	3550 Camino Del Rio N, Ste 100	San Diego	CA	92108-1738	619.521.2037
Puschek	Micah	16950 Via de Santa Fe, 5060 - 103	Rancho Santa Fe	CA	92067	760.632.6361
Miranto	Scott	4455 Morena Blvd, Ste 215 & Ste 216	San Diego	CA	92117-4359	858.490.4288
Vivolo	Dominic	6725 Mesa Ridge Rd, Ste 200	San Diego	CA	92121-2925	858.678.8686
Andriaccio	Michael	5405 Morehouse Drive, Suite 140	San Diego	CA	92121-4767	858.453.5600
Tyczynski	John	4510 Executive Dr, Ste P9	San Diego	CA	92121-3021	858.769.3841
Mclaughlin	John	5405 Morehouse Drive, Suite 140	San Diego	CA	92121-4767	858.453.5600
Martinsen	Gregg	27250 Via Industria, Ste B	Temecula	CA	92590-3751	951.296.5888
Burkhardt	Brian	6725 Mesa Ridge Rd, Ste 200	San Diego	CA	92121-2925	858.678.8686
Hill	Mathew	500 La Terraza Blvd, Ste 150	Escondido	CA	92025-3876	858.788.1920
Sutter	Carol	5256 S Mission Rd Ste 301	Bonsall	CA	92003	760.330.9477
Smith	Norman	10001 Ladera Ave, PO Box 318	Lucerne Valley	CA	92356-0318	760.248.6711
Palazzolo	Mark	43460 Ridge Park Dr, Ste 200	Temecula	CA	92590-3600	951.719.8432
Andres	Timothy	4199 Flat Rock Dr, Bldg 100 Ste 106	Riverside	CA	92505-7116	951.710.9606
KRIEGER RADZIOWON	Jennifer	5055 Canyon Crest Dr, Ste 112	Riverside	CA	92507-6015	951.320.2260
Mc Donald	John	41973 6th St, Ste C	Temecula	CA	92590-1832	951.734.0400
Corea	Christopher	8608 Utica Ave, Ste 207	Rancho Cucamonga	CA	91730-4877	909.948.7650
Stone	Mark	4857 Arlington Ave, Ste 100	Riverside	CA	92504-2760	951.784.7884
Webb	Terry	41973 6th St, Ste C	Temecula	CA	92590-1832	951.734.0400
Campbell	Brandon	38800 Sky Canyon Dr, Ste A	Murrieta	CA	92563-2540	951.461.3160
Neitz	Christopher	29826 Haun Rd, Ste 206	Menifee	CA	92586-6547	951.679.2222
Fredenburg	Jeremy	101 E Redlands Blvd Ste 249, PO Box 227	Redlands	CA	92373-4725	909.748.0457
Mirkovic	Sasa	219 E Olive Ave	Redlands	CA	92373-5251	909.748.7813
Anastasio	Gary	3390 University Ave, Ste 260	Riverside	CA	92501-2151	951.276.0700
Teal	Darryl	215 N Marengo Ave Ste 322, Floor 3	Pasadena	CA	91101-1504	626.567.0103
Frash	James	99 S Lake Ave Ste 500	Pasadena	CA	91101-4701	626.727.9200
Franco	Marc	55 E Huntington Dr, Ste 340	Arcadia	CA	91006-3247	818.459.0552
Ferri	Joseph	55 E Huntington Dr, Ste 340	Arcadia	CA	91006-3247	818.459.0552
Capsello	Vincent	200 PIER AVE, STE 325	HERMOSA BEACH	CA	90254-3692	310.379.6708
Morra	Gregory	3500 W Olive Ave, Ste 560	Burbank	CA	91505-5536	818.752.9977
Zeigler	Randy	417 W Arden Ave, Ste 117	Glendale	CA	91203-4047	818.549.1190
Corsi	John	6355 Topanga Canyon Blvd, Ste 505	Woodland Hills	CA	91367-2107	818.676.1724
Winkelman	Dwight	225 E Santa Clara St Ste 210, Ste 302	Arcadia	CA	91006-7234	626.623.6183
Gobelle	Ross	6355 Topanga Canyon Blvd, Ste 505	Woodland Hills	CA	91367-2107	818.676.1724
Fredericks	Jonathan	6355 Topanga Canyon Blvd, Ste 505	Woodland Hills	CA	91367-2107	818.676.1724
Lewandrowski	Mark	6355 Topanga Canyon Blvd, Ste 505	Woodland Hills	CA	91367-2107	818.676.1724
Lambert	Ryan	6355 Topanga Canyon Blvd, Ste 520	Woodland Hills	CA	91367-2149	818.703.0172
Prabhu	Anjani	6355 Topanga Canyon Blvd, Ste 505	Woodland Hills	CA	91367-2107	818.676.1724
Larrow	Jared	275 E Hillcrest Dr Ste 223	Thousand Oaks	CA	91360-8214	805.454.7599
Arruda	Raymond	2121 Avenue Of The Stars, Fl 8th	Los Angeles	CA	90067-5010	310.277.9966
Bialoglaw	Joseph	3500 W Olive Ave, Ste 560	Burbank	CA	91505-5536	818.752.9977
Shortreed	Thomas	2566 W Avenue K	Lancaster	CA	93536-5323	661.948.0474
Daugherty	Michael	4 Venture Ste 300	Irvine	CA	92618-7384	949.453.0593
Kaimal	Balaram	4 Venture Ste 300	Irvine	CA	92618-7384	949.453.0593
Mahoney	Mark	4 Venture Ste 300	Irvine	CA	92618-7384	949.453.0593
Landy	Steven	4 Venture Ste 300	Irvine	CA	92618-7384	949.453.0593
Sherman	Robert	4 Venture Ste 300	Irvine	CA	92618-7384	949.453.0593
Hamilton	Brian	5055 Canyon Crest Dr Ste 213	Riverside	CA	92507-6015	909.276.1180
Lucas	Keith	5055 Canyon Crest Dr, Ste 107	Riverside	CA	92507-6015	909.276.2610
Gnandt	Chris	3400 Central Ave, Ste 200	Riverside	CA	92506-2163	951.276.8484
Malaska	George	5055 Canyon Crest Dr, Ste 107	Riverside	CA	92507-6015	909.276.2610
Quinonez	Patricia	4 Park Plz, Ste 1240	Irvine	CA	92614-8556	949.250.2920
Goggans	Walter	14771 Plaza Dr Ste M	Tustin	CA	92780-8012	949.258.9775
Ockajik	Steven	2020 Main St, Ste 250	Irvine	CA	92614-8225	949.660.0058
Scafid	Rosalie	6B Liberty, Ste 225	Aliso Viejo	CA	92656-5840	949.660.0088
Mc Clain	Robert	1 Park Plz, Ste 600	Irvine	CA	92614-5987	949.387.8016
Overmyer	Carl	14771 Plaza Dr Ste M	Tustin	CA	92780-8012	949.258.9775

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Last	First	Address	City	State	Zip Code	Bus Phone
Ziegler	Frank	28202 Cabot Rd Ste 300	Laguna Niguel	CA	92677-1249	949.467.1159
Pinto	Brian	26060 Acero Ste 109	Mission Viejo	CA	92691-2768	949.951.4912
Oster	Tobias	1 Park Plz, Ste 600	Irvine	CA	92614-5987	949.387.8016
Shultz	Marie	4695 Macarthur Ct Ste 1100	Newport Beach	CA	92660-1866	949.798.6222
Singh	Satish	30320 Rancho Viejo Rd Ste 15	San Juan Capistrano	CA	92675-1588	949.545.7709
Stiegele	Beverly	2020 Main St, Ste 250	Irvine	CA	92614-8225	949.660.0058
Barkley	Andrew	26141 Marguerite Pkwy Ste A	Mission Viejo	CA	92692-3124	949.380.6545
Davis	James	23 Corporate Plaza Dr Ste 150	Newport Beach	CA	92660-8044	949.432.4999
Campbell	Harmony	12842 Valley View St Ste 104	Garden Grove	CA	92845-2537	714.225.3213
Brunot	Gregory	1905 The Alameda	San Jose	CA	95126-1428	408.287.6500
Smeltzer	Phillip	2542 S Bascom Ave Ste 135	Campbell	CA	95008-5566	408.559.6015
Averesch	Gregory	36 Quail Run Cir, Ste 100M	Salinas	CA	93907-2354	800.972.5914
Shulack	William	1700 S Winchester Blvd, Ste 103	Campbell	CA	95008-1163	408.559.6115
Fish	Russell	164 Main St Ste 206	Los Altos	CA	94022-1454	650.948.9800
Morton	Raymond	3945 Freedom Circle, Ste 460	Santa Clara	CA	95054-1253	408.330.9220
Bane	Johnny	1 Almaden Blvd, Ste 810	San Jose	CA	95113-2215	408.918.5300
Sutton	Douglas	1320 Willow Pass Rd Fl 6th	Concord	CA	94520-5232	408.636.8352
Yates	Keith	2542 S Bascom Ave Ste 135	Campbell	CA	95008-5566	408.559.6015
Chaddock	Jeffery	1905 The Alameda	San Jose	CA	95126-1428	408.287.6500
Mc Clure	James	1901 S Bascom Ave, Ste 1530	Campbell	CA	95008-2226	408.879.9057
Herndon	Donald	1 Almaden Blvd, Ste 810	San Jose	CA	95113-2215	408.918.5300
Goff	Dale	1 Almaden Blvd, Ste 810	San Jose	CA	95113-2215	408.918.5300
Nowe	Robert	1 Almaden Blvd, Ste 810	San Jose	CA	95113-2215	408.918.5300
Herman	Michael	3130 De La Cruz Blvd, Ste 128	Santa Clara	CA	95054-2439	408.988.5455
Fryer	Mark	1901 S Bascom Ave, Ste 1530	Campbell	CA	95008-2226	408.879.9057
Zhang	Annie	307 Main St, Ste 110	Salinas	CA	93901-2705	831.772.9873
Schmitt	James	40 Ragsdale Dr Ste 160	Monterey	CA	93940-5790	408.796.7415
Tokmazeyzsky	Michael	3945 Freedom Circle, Ste 460	Santa Clara	CA	95054-1253	408.330.9220
Skrbis	Robert	164 Main St Ste 206	Los Altos	CA	94022-1454	650.948.9800
Plys	Darrin	1700 S Winchester Blvd, Ste 103	Campbell	CA	95008-1163	408.559.6115
Thomasson	Charles	1 Almaden Blvd, Ste 810	San Jose	CA	95113-2215	408.918.5300
Cianciolo	Michael	1999 S Bascom Ave Ste 700	Campbell	CA	95008-2205	408.371.5478
Rogers	Thomas	1 Almaden Blvd, Ste 810	San Jose	CA	95113-2215	408.918.5300
Derflinger	Michael	1 Almaden Blvd, Ste 810	San Jose	CA	95113-2215	408.918.5300
Gleason	James	307 Main St, Ste 110	Salinas	CA	93901-2705	831.772.9873
Gallaugher	Christopher	1905 The Alameda	San Jose	CA	95126-1428	408.287.6500
Wolfe	Jason	8339 Church St, Ste 204	Gilroy	CA	95020-4450	408.846.1728
Roberts	Michael	1999 S Bascom Ave Ste 700	Campbell	CA	95008-2205	408.371.5478
Esposito	Eric	1 Almaden Blvd, Ste 810	San Jose	CA	95113-2215	408.918.5300
Morris	John	3945 Freedom Circle, Ste 460	Santa Clara	CA	95054-1253	408.330.9220
Vannatta	Jeffrey	1 Almaden Blvd, Ste 810	San Jose	CA	95113-2215	408.918.5300
Egbert	Katherine	1611 Bunker Hill Way Ste 140	Salinas	CA	93906-6006	831.320.1653
Gaskey	Edward	2605 S Miller St Ste 104	Santa Maria	CA	93455-1774	805.938.9724
Lloyd	Michael	3713 Alamo St, Ste 200	Simi Valley	CA	93063-2128	805.526.9944
Ballard	Norman	407 W Ojai Ave, Ste B	Ojai	CA	93023-2464	805.640.1651
Young	William	100 E Thousand Oaks Blvd, Suite 290	Thousand Oaks	CA	91360-8141	805.777.7875
Henry	Timothy	31351 Via Colinas, Suite 104	Westlake Village	CA	91362-4573	818.597.8111
Gardner	Timothy	100 E Thousand Oaks Blvd, Suite 290	Thousand Oaks	CA	91360-8141	805.777.7875
Hinish	Jay	31351 Via Colinas, Suite 104	Westlake Village	CA	91362-4573	818.597.8111
Reigh	Douglas	319 E Carrillo St Ste 107	Santa Barbara	CA	93101-7450	805.682.8187
Miller	Jason	2605 S Miller St Ste 104	Santa Maria	CA	93455-1774	805.938.9724
Baker-Shuck	Christine	2655 First Street Ste 160	Simi Valley	CA	93065-1564	805.915.4747
Ross	Anthony	1766 3rd St, Ste A	Napa	CA	94559-2804	707.257.6155
Lint	Timothy	433 Airport Blvd Ste 328	Burlingame	CA	94010-2053	650.288.3978
Vulcan	Mark	283 2nd St E	Sonoma	CA	95476-5708	707.935.8222
Freedman	Ralph	2690 Lake Forrest Road Ste 2F, PO Box - 5673	Tahoe City	CA	96145-2088	650.401.2282
Sanchez	Louis	12700 Stowe Dr, Ste 240	Poway	CA	92064-8868	858.486.9900
Mindicino	Frank	12555 High Bluff Dr, Ste 185	San Diego	CA	92130-2056	858.345.1871
Gabriel	Eugene	2301 Rosecrans Ave, Ste 4195	El Segundo	CA	90245-4918	310.220.2202
Shively	Cynthia	2301 Rosecrans Ave, Ste 4195	El Segundo	CA	90245-4918	310.220.2202
Taylor	Brian	225 California St	El Segundo	CA	90245-4310	310.220.2307
Dinard	Jeffrey	2301 Rosecrans Ave, Ste 4195	El Segundo	CA	90245-4918	310.220.2202
Sonntag	Jeffrey	2301 Rosecrans Ave, Ste 4195	El Segundo	CA	90245-4918	310.220.2202
Spear	Megan	2301 Rosecrans Ave, Ste 4195	El Segundo	CA	90245-4918	310.220.2202
Aiello	Antonio	2301 Rosecrans Ave, Ste 4195	El Segundo	CA	90245-4918	310.220.2202
Brooks	Lisa	1130 Iron Point Rd, Ste 150	Folsom	CA	95630-8310	916.351.0000
Tremaine	Matthew	1430 Blue Oaks Blvd Ste 290	Roseville	CA	95747-5157	916.580.2180
Kovalchik	Robert	1420 Rocky Ridge Dr Ste 160	Roseville	CA	95661-2835	916.784.2240
Krisuk	Michael	1420 Rocky Ridge Dr Ste 160	Roseville	CA	95661-2835	916.784.2240
Morris	Katherine	1130 Iron Point Rd, Ste 150	Folsom	CA	95630-8310	916.351.0000
Kejas	John	1430 Blue Oaks Blvd Ste 290	Roseville	CA	95747-5157	916.580.2180
Martin Fuselier	Christina	1420 Rocky Ridge Dr Ste 160	Roseville	CA	95661-2835	916.784.2240
Jugan	Andrew	1430 Blue Oaks Blvd Ste 290	Roseville	CA	95747-5157	916.580.2180
Stumpf	Brian	414 S Main Ave	Fallbrook	CA	92028-2940	760.723.2693

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Last	First	Address	City	State	Zip Code	Bus Phone
Hartley	Karen	221 N Rios Ave	Solana Beach	CA	92075-1239	858.794.0139
Peters	Sandra	13520 Evening Creek Dr N, Ste 110	San Diego	CA	92128-8105	858.795.2188
De Nicola	Thomas	12555 High Bluff Dr Ste 380	San Diego	CA	92130-2095	858.345.1870
Hagopian	Steven	12555 High Bluff Dr Ste 380	San Diego	CA	92130-2095	858.345.1870
Gamm	Daniel	29 Volta Del Tintori St	Lake Elsinore	CA	92532-0143	951.579.4598
DeHoney	Daniel	2600 Michelson Dr Ste 1460	Irvine	CA	92612-6524	949.250.3210
Conaty	Joseph	2600 Michelson Dr, Ste 1460	Irvine	CA	92612-6524	949.250.3210
Smith	Baxter	2600 Michelson Dr Ste 1460	Irvine	CA	92612-6524	949.250.3210
Nutting	Phillip	2600 Michelson Dr, Ste 1460	Irvine	CA	92612-6524	949.250.3210
Brouillard	Justin	2600 Michelson Dr Ste 1460	Irvine	CA	92612-6524	949.250.3210
Geer	Walter	2600 Michelson Dr Ste 1460	Irvine	CA	92612-6524	949.250.3210
Bucknam	Stephen	2131 Palomar Airport RD, Ste 203	Carlsbad	CA	92011-1433	760.809.8220
Langton	Michael	41865 Boardwalk Ste 110	Palm Desert	CA	92211-9031	760.674.7447
Zamil	James	2535 Camino Del Rio South, Suite 115	San Diego	CA	92108-3754	619.230.5518
Di Palma	Paul	7355 Greenleaf Ave Ste 204, Suite 204	Whittier	CA	90602-1621	562.550.3713
Gioffreda	David	3900 Kilroy Airport Way, Ste 190	Long Beach	CA	90806-6815	562.981.6677
Mc Gowan	William	3900 Kilroy Airport Way, Ste 190	Long Beach	CA	90806-6815	562.981.6677
Batastini Dell'Ovo	Maria	3900 Kilroy Airport Way, Ste 190	Long Beach	CA	90806-6815	562.981.6677
Masseur	Donald	3711 Long Beach Blvd, Ste 1015	Long Beach	CA	90807-3326	562.726.1186
Bryan	Thomas	5881 Obispo Ave Ste 103	Long Beach	CA	90805-3703	562.924.8363
Kendra	Heather	3900 Kilroy Airport Way, Ste 190	Long Beach	CA	90806-6815	562.981.6677
Ricci	Matthew	3780 Kilroy Airport Way, Ste 200	Long Beach	CA	90806-2458	562.256.7030
Seitz	Spencer	3900 Kilroy Airport Way, Ste 190	Long Beach	CA	90806-6815	562.981.6677
Deangelis	Kevin	3900 Kilroy Airport Way, Ste 190	Long Beach	CA	90806-6815	562.981.6677
Blackerby	Brian	3900 Kilroy Airport Way, Ste 190	Long Beach	CA	90806-6815	562.981.6677
Cheung	Allen	3900 Kilroy Airport Way, Ste 190	Long Beach	CA	90806-6815	562.981.6677
Hensch	Jamie	24025 Park Sorrento, Ste 440	Calabasas	CA	91302-4018	818.878.8622
Petersen	Lee	29899 Agoura Rd Ste 112, Ste 500	Agoura Hills	CA	91301-2493	818.227.9642
Kulshreshtha	Parag	24025 Park Sorrento, Ste 440	Calabasas	CA	91302-4018	818.878.8622
Giroux	Susan	216 N Glendora Ave, Suite 201	Glendora	CA	91741-6924	626.771.2938
Tyler	Joseph	41 E Foothill Blvd, Ste 202	Arcadia	CA	91006-2361	626.574.7887
Fitzbag	Timothy	225 E Santa Clara St, Ste 302	Arcadia	CA	91006-7234	626.447.4060
Sullivan	William	6701 Center Dr W Ste 700, Ste 730	Los Angeles	CA	90045-1547	310.582.3500
Ring	Carl	6701 Center Dr W Ste 700	Los Angeles	CA	90045-1547	310.582.3500
Morse	Katherine	11835 W Olympic Blvd, Ste 735 East	Los Angeles	CA	90064-5001	310.477.2500
Boucher	Frederick	13200 Crossroads Pkwy N, Ste 165	City of Industry	CA	91746-3420	562.698.2604
Kiley	Brent	222 Pacific Coast Hwy, Fl 10	El Segundo	CA	90245	310.582.3555
Mithoefer	Randall	940 E 2nd St, Ste 34	Los Angeles	CA	90012-4381	213.748.5014
Long	Norman	250 N Westlake Blvd Ste 200	Westlake Village	CA	91362-7007	805.981.3303
Wolfe	Julianne	877 S Victoria Ave Ste 211	Ventura	CA	93003-5389	805.251.0600
Folia	Eric	877 S Victoria Ave Ste 211, Ste 953	Ventura	CA	93003-5389	805.251.0600
Allen	Kathlene	1200 Paseo Camarillo, Ste 265	Camarillo	CA	93010-6050	805.987.0450
Mc Cormick	Terence	24025 Park Sorrento Ste 320	Calabasas	CA	91302-1574	818.704.6675
Meconi	Arthur	30700 Russell Ranch Rd Ste 250	Westlake Village	CA	91362-9507	747.220.6602
Mc Cabe	Ryan	24025 Park Sorrento Ste 320	Calabasas	CA	91302-1574	818.704.6675
Kennelly	Robert	101 Main St Ste 380	Huntington Beach	CA	92648	714.374.7010
Shnitzer	David	221 E Walnut St, Ste 226	Pasadena	CA	91101-1554	626.795.1267
Bonfiglio	Robert	462 S Marengo Ave	Pasadena	CA	91101-3129	626.440.5990
White	Micheal	80 S Lake Ave, Ste 555	Pasadena	CA	91101-2599	626.744.9766
Pouliot	Paul	221 E Walnut St, Ste 270	Pasadena	CA	91101-1520	626.585.8679
Smith	Mary	180 S Lake Ave Ste 620	Pasadena	CA	91101-4761	626.449.1323
Kolopsky	Marc	821 S Myrtle Ave Unit 7	Monrovia	CA	91016-8628	626.538.5384
Shamesman	Scott	242 S De Lacey Ave	Pasadena	CA	91105-2006	626.799.2237
Farnham	Jonathan	242 S De Lacey Ave	Pasadena	CA	91105-2006	626.799.2237
Kinnane	Christopher	Portuguese Bend Club, 49 Seawall Road	Rancho Palos Verdes	CA	90275-6052	310.377.4883
Krakow	Nathaniel	21515 Hawthorne Blvd Ste 880	Torrance	CA	90503-6634	310.543.9984
Hall	Justin	21515 Hawthorne Blvd Ste 880	Torrance	CA	90503-6634	310.543.9984
Dev	Jai	727 2nd St Unit 102	HERMOSA BEACH	CA	90254-5245	310.318.0020
Lamb	Graeme	21515 Hawthorne Blvd Ste 880	Torrance	CA	90503-6634	310.543.9984
Lavoie	Lise	530 W Bonita Ave	San Dimas	CA	91773-2577	909.394.0409
Martin	Michael	530 W Bonita Ave	San Dimas	CA	91773-2577	909.394.0409
Normandin	Robert	530 W Bonita Ave	San Dimas	CA	91773-2577	909.394.0409
Chabot	Joshua	780 Roosevelt Ste 214, Ste 1100	Irvine	CA	92620-3660	909.394.0409
Trendell	Scott	3741 Douglas Blvd Ste 290	Roseville	CA	95661-4271	916.677.1640
Aarthun	Troy	3741 Douglas Blvd Ste 290	Roseville	CA	95661-4271	916.677.1640
Terry	Travis	3741 Douglas Blvd Ste 290	Roseville	CA	95661-4271	916.677.1640
Clarke	Karyn	1620 Mill Rock Way, Ste 200	Bakersfield	CA	93311-1342	661.663.7410
Snapp	Adrienne	11001 River Run Blvd, Ste 100	Bakersfield	CA	93311-8981	661.664.6900
Costa	Michael	11001 River Run Blvd, Ste 100	Bakersfield	CA	93311-8981	661.664.6900
Miller	Richard	11001 River Run Blvd, Ste 100	Bakersfield	CA	93311-8981	661.664.6900
Roborecki	Christopher	1620 Mill Rock Way, Ste 200	Bakersfield	CA	93311-1342	661.663.7410
Lalli	Mary	535 N Brand Blvd, Ste 1000 and 950	Glendale	CA	91203-3930	818.662.1999
Hammer-Huber	Christian	535 N Brand Blvd, Ste 1000 and 950	Glendale	CA	91203-3930	818.662.1999
Procaccini	Vincent	221 E Walnut St, Ste 276	Pasadena	CA	91101-1585	626.243.0505

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## EXHIBIT J INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Somma	Robert	535 N Brand Blvd, Ste 1000 and 950	Glendale	CA	91203-3930	818.662.1999
Tofel	David	18321 Ventura Blvd, Ste 655	Tarzana	CA	91356-4250	818.708.0281
Bannon	Kevin	535 N Brand Blvd, Ste 1000 and 950	Glendale	CA	91203-3930	818.662.1999
Reiter	Benjamin	500 Cypress St, Ste 12	Pismo Beach	CA	93449-2624	805.773.9468
Bouchard	Thomas	137 N 10th St Ste A	Santa Paula	CA	93060-2802	805.981.4185
Link	John	1521 Higuera St, Ste A	San Luis Obispo	CA	93401-2960	805.781.3700
Whitney	Cheryl	28100 Bouquet Canyon Rd, Ste 202	Santa Clarita	CA	91350-2006	661.305.5190
Fawley	Trevor	10901 W Toller Dr Ste 304, Ste 462	Littleton	CO	80127-6312	650.401.2272
Poach	Edward	2438 Research Pkwy, Ste 105	Colorado Springs	CO	80920-1094	719.328.1050
Pol	Anthony	2438 Research Pkwy, Ste 105	Colorado Springs	CO	80920-1094	719.328.1050
Weiss	Richard	6400 S Fiddlers Green Cir, Ste 440	Greenwood Village	CO	80111-4922	720.710.4446
Kimmel	Frank	16 Inverness Pl E, Bldg B	Englewood	CO	80112-5615	303.407.1275
Hoskin	Robert	19751 E Mainstreet, Ste R12	Parker	CO	80138-7406	303.841.1763
Krarpup	Michael	4440 Arapahoe Ave Ste 120	Boulder	CO	80303-9101	720.635.8876
Hodgin	Rush	640 Plaza Dr Ste 330	Highlands Ranch	CO	80129-2399	303.425.0904
Chapman	William	8181 E Tufts Ave, Ste 520	Denver	CO	80237-2580	303.407.1250
Spencer	Kenneth	5420 S Quebec St Ste 105	Greenwood Village	CO	80111-1904	303.221.6416
Lanahan	John	8181 E Tufts Ave, Ste 520	Denver	CO	80237-2580	303.407.1250
Rearдон	Thomas	7979 E Tufts Ave, Ste 120	Denver	CO	80237-2983	303.689.7424
Bodnar	Andrew	5420 S Quebec St Ste 105	Greenwood Village	CO	80111-1904	303.221.6416
Mahoney	Daniel	2629 Redwing Rd, Ste 310	Fort Collins	CO	80526-6315	970.206.0320
Hart	Paul	333 W Drake Rd, Ste 130	Fort Collins	CO	80526-6319	970.223.4400
Matta	Joseph	1710 Jet Stream Dr, Ste 205	Colorado Springs	CO	80921-3937	719.599.7431
Miller	Jeffrey	7035 Campus Dr Ste 801, Ste 370	Colorado Springs	CO	80920-6527	719.651.1997
Curtin	John	8181 E Tufts Ave, Ste 520	Denver	CO	80237-2580	303.407.1250
Corkum	Yon	26267 Conifer Rd Ste 302, PO Box 586	Conifer	CO	80433-0586	303.697.0274
Fuerstnau	James	619 Main Street, Suite 180	Grand Junction	CO	81501-2751	970.242.0027
Fifield	Timothy	8181 E Tufts Ave, Ste 520	Denver	CO	80237-2580	303.407.1250
Mccarren	Brian	8181 E Tufts Ave, Ste 520	Denver	CO	80237-2580	303.407.1250
Arouth	Jeffrey	6400 S Fiddlers Green Cir, Ste 440	Greenwood Village	CO	80111-4922	720.710.4446
Mc Nulty	Francis	102 S Union Ave, Ste 101	Pueblo	CO	81003-3408	719.545.1831
Eaves	Andrew	314 S Joe Martinez Blvd Ste B	Pueblo	CO	81007-3579	719.696.6060
Gavin	Sean	16 Inverness Pl E, Bldg B	Englewood	CO	80112-5615	720.266.1010
Devilly	William	16 Inverness Pl E, Bldg B	Englewood	CO	80112-5615	720.266.1010
Da Cunha	Antonio	1910 Vindicator Dr Ste 104	Colorado Springs	CO	80919-3618	719.528.5882
Doherty	James	743 Horizon Ct, Ste 302	Grand Junction	CO	81506-8707	970.243.9928
Aitken	Elizabeth	9351 Grant St, Ste 300	Thornton	CO	80229-4375	303.252.9777
Angers	Christopher	1711 61st Ave, Ste 200	Greeley	CO	80634-3046	970.573.5500
Previte	Paul	1745 Shea Center Dr, Ste 400	Highlands Ranch	CO	80129-1540	303.658.9232
Di Carlo	Michael	1711 61st Ave, Ste 200	Greeley	CO	80634-3046	970.573.5500
Carter	Luke	2134 Curtis St Ste 301	Denver	CO	80205-2547	720.597.3167
Illingsworth	Scott	520 Zang St Ste 213	Broomfield	CO	80021-8223	303.227.3600
Muldoon	Asta	11080 Circle Point Rd, Ste 210	Westminster	CO	80020-2768	303.430.1010
Serpa	Octavia	621 S Fairplay St Unit A	Aurora	CO	80012-3848	720.808.0017
Borges	Neal	4440 Arapahoe Ave, Ste 120	Boulder	CO	80303-9101	303.442.0123
Blanchard	Jillian	520 Zang St Ste 213	Broomfield	CO	80021-8223	303.227.3600
Pippitt	Thomas	6390 Gardenia St Ste 250	Arvada	CO	80004-3537	303.641.1640
Altenhoff	Marc	1199 Main Ave Ste 216	Durango	CO	81301-4158	970.315.3103
Indelicato	Melissa	1 Bradley Rd Ste 711	Woodbridge	CT	06525-2296	203.684.1160
Anastopoulos	George	3 Schooner Ln, Ste 115	Milford	CT	06460-3377	203.878.0879
Wilson	Daniel	530 Middlebury Rd, Ste 204B	Middlebury	CT	06762-2500	203.758.2456
Gage	Douglas	53 Linwood St	Bristol	CT	06010-7039	203.732.5161
Drouin	Alfred	945 Main St, Ste 305	Manchester	CT	06040-6064	860.533.0063
Agelopoulos	Dean	12 Devine Rd	Suffield	CT	06078-2368	860.254.5099
Warnke	Jason	1 Old Mountain Rd	Farmington	CT	06032-1703	860.470.0244
Benaitis	Jeffrey	111 Founders Plz, Ste 1402	East Hartford	CT	06108-8312	860.289.9200
Gagliardi	Camille	224 New London Tpke	Glastonbury	CT	06033-2235	860.652.9227
Hannah	David	850 Farmington Ave	Farmington	CT	06032-2350	860.284.9882
Kroll	Malcolm	224 New London Tpke	Glastonbury	CT	06033-2235	860.652.9227
Tarbell	Daniel	95 Glastonbury Blvd, Ste 408	Glastonbury	CT	06033-4412	860.430.1919
Blanchard	Seth	111 Founders Plz, Ste 1402	East Hartford	CT	06108-8312	860.289.9200
Moulton	Jeffrey	324 Wolcott Rd	Bristol	CT	06010-7157	860.582.8854
Mathon	Michael	111 Founders Plz, Ste 1503	East Hartford	CT	06108-3289	860.290.8880
Dubois	Jason	99 East River Dr, 8th Floor	East Hartford	CT	06108-7301	860.291.9160
Russell	Benjamin	329 Main St	Portland	CT	06480-1561	860.342.1756
Palmer	Denise	963 Hopmeadow St	Simsbury	CT	06070-1824	860.651.5969
Charlebois Melendy	Clara	111 Founders Plz, Ste 1503	East Hartford	CT	06108-3289	860.290.8880
Chiarucci	Marie	56 Williams Ave	Mystic	CT	06355-2914	860.245.0251
Lewis	Zachary	111 Founders Plz, Ste 1503	East Hartford	CT	06108-3289	860.290.8880
Edwards	Dee	111 Founders Plz, Ste 1402	East Hartford	CT	06108-8312	860.289.9200
Bingham	James	63 High St	Suffield	CT	06078-2113	860.668.4040
Trecaso	John	75 Frontage Rd Ste 104	North Stonington	CT	06359-1711	860.629.0610
Figurelli	Michael	207 W Town St, Unit 2B	Norwich	CT	06360-2130	860.287.9626
Caldwell	Robert	63 High St	Suffield	CT	06078-2113	860.668.4040

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Last	First	Address	City	State	Zip Code	Bus Phone
Firouzian	David	329 Main St	Portland	CT	06480-1561	860.342.1756
Powell	Ralph	50 Canal St	Putnam	CT	06260-1910	860.208.9913
Eisenhuth	Matthew	157 Church St Fl 19	New Haven	CT	06510-2100	203.387.4240
Orman	Matthew	2507 Post Rd, FL 3	Southport	CT	06890-1259	203.610.8231
Carretta	Michael	10 Roberts Ln, Ste 205	Ridgefield	CT	06877-4071	877.237.3572
Heifritsch	Garrett	2777 Summer St Ste 704	Stamford	CT	06905-4383	203.968.1151
Forney	Michael	44 Old Ridgefield Rd Ste 216	Wilton	CT	06897-3014	203.454.5400
Frenz	Donald	4 Corporate Drive, Suite 480	Shelton	CT	06484-6263	203.225.0805
Martin	Eric	57 North St, Ste 208	Danbury	CT	06810-5627	203.748.3750
Uram	Larry	4 Corporate Drive, Suite 480	Shelton	CT	06484-6263	203.225.0805
Martin	Jonathan	2507 Post Rd, FL 3	Southport	CT	06890-1259	203.610.8231
Smith	Bernadette	227 Monroe Turnpike, Ste 1	Monroe	CT	06468-6202	203.261.7526
Irizarry	Joseph	2507 Post Rd, FL 3	Southport	CT	06890-1259	203.610.8231
Taylor	Robert	6 Thorndal Cir, Ste 209	Darien	CT	06820-5415	203.656.1945
Daoud	Nancy	51 Church St	Greenwich	CT	06830-5603	203.861.1700
Guiditta	Nicholas	57 North St, Ste 208	Danbury	CT	06810-5627	203.748.3750
Blankenship	Timothy	2507 Post Rd, FL 3	Southport	CT	06890-1259	203.610.8231
Wiederholt	James	2507 Post Rd, FL 3	Southport	CT	06890-1259	203.610.8231
Jones	Mark	30 Old Kings Hwy S	Darien	CT	06820-4551	203.610.2307
Fry	Christopher	The Shops at Waters Edge, 1587 Boston Post Rd Unit B5	Westbrook	CT	06498-2090	860.391.0299
D'Amato	Richard	57 North St, Ste 208	Danbury	CT	06810-5627	203.748.3750
Root	Jonathan	1495 Black Rock Tpke, Ste 2A	Fairfield	CT	06825-4165	203.307.5237
Borajkiewicz	Christopher	2 Corporate Dr, Ste 644	Shelton	CT	06484-6213	203.225.0252
Broder	Joshua	1495 Black Rock Tpke, Ste 2A	Fairfield	CT	06825-4165	203.307.5237
Nemphos	William	99 E River Dr, FL 8	East Hartford	CT	06108-7301	860.291.9160
Lucarelli	Robert	180 Glastonbury Blvd, Ste 105	Glastonbury	CT	06033-4439	860.421.3330
Coppola	Christopher	99 E River Dr, FL 8	East Hartford	CT	06108-7301	860.291.9160
Leo	Todd	158 Main St, Suite 1	Putnam	CT	06260-1965	860.928.5599
Kiley	Michael	2425 Post Rd Ste 207	Southport	CT	06890-1267	203.222.4994
Riley Arnesen	Andrea	2425 Post Rd Ste 207	Southport	CT	06890-1267	203.222.4994
Clark	Ryan	2 Mountain View Ave	Avon	CT	06001-3810	860.470.0007
Cawley	Kimberly	99 E River Dr, 8th Floor	East Hartford	CT	06108-7301	860.291.9160
Colvin	Mark	57 N Main St	West Hartford	CT	06107-1923	860.313.1313
Turner	Brian	99 E River Dr, 8th Floor	East Hartford	CT	06108-7301	860.291.9160
Prioletti	James	18 N Main St	West Hartford	CT	06107-1970	860.313.1128
Good	Robert	99 E River Dr, 8th Floor	East Hartford	CT	06108-7301	860.291.9160
Myers	Jonathon	2 North St Ste 3	Wolcott	CT	06716-1349	203.489.0866
Nicolosi	Carmelo	2 North St Ste 3	Wolcott	CT	06716-1349	203.489.0866
Schapira	Charles	90 Oxford Rd	Oxford	CT	06478-1930	203.881.5504
Work	Bruce	900 Main St S Ste 100	Southbury	CT	06488-4237	203.262.8005
Donahue	Joan	900 Main St S Ste 100	Southbury	CT	06488-4237	203.262.8005
Petrik	Christopher	835 Straits Tpke Ste A, Ste 3100	Middlebury	CT	06762-2812	800.895.6625
Christmas	Rhoda	835 Straits Tpke Ste A	Middlebury	CT	06762-2812	800.895.6625
Civale	Christopher	100 Queen St	Southington	CT	06489-2052	860.621.5657
Forman	Barry	100 Queen St	Southington	CT	06489-2052	860.621.5657
Slavin	Alan	250 State St, Unit E1	North Haven	CT	06473-2182	203.407.8188
Durfee	Peter	250 State St, Unit E1	North Haven	CT	06473-2182	203.407.8188
Mc Cort	Kiersten	1781 Highland Ave Ste 207	Cheshire	CT	06410-2565	203.823.9114
Martin	Ralph	154 State St Ste 104, Unit J2	North Haven	CT	06473-2224	203.407.8189
Hooman	Armin	250 State St, Unit E1	North Haven	CT	06473-2182	203.407.8188
Fritz	John	250 State St, Unit E1	North Haven	CT	06473-2182	203.407.8188
Pariso	Kelly	1001 Connecticut Ave NW, Ste 630	Washington	DC	20036-5577	202.750.7904
Lake	Brian	1220 19th St NW Ste 205	Washington	DC	20036-2474	202.293.9797
Lapinto	Anthony	224 E Delaware Ave, Ste 104	Newark	DE	19711-4607	302.444.8474
Clemens	Jason	2 Righter Pkwy Ste 201	Wilmington	DE	19803-1529	302.476.8000
Cleary	Darrell	5195 W Woodmill Dr, Ste 27	Wilmington	DE	19808-4067	302.995.7526
Musser	Joseph	3520 Silverside Rd, Ste 27	Wilmington	DE	19810-4933	302.479.7780
Llamas	Romero	1 Righter Pkwy, Ste 250	Wilmington	DE	19803-1534	302.656.7773
Valentine	David	6 Larch Ave, Ste 399	Wilmington	DE	19804-2356	302.225.2866
Sieverts	Scott	6300 Limestone Rd, Ste C	Hockessin	DE	19707-9178	302.239.0123
Katigbak	Ronald	501 Silverside Rd Ste 34	Wilmington	DE	19809-1388	302.475.2357
Elgin	John	224 E Delaware Ave, Ste 104	Newark	DE	19711-4607	302.444.8474
Kota	Jeffrey	5195 W Woodmill Dr, Ste 27	Wilmington	DE	19808-4067	302.995.7526
Alexander	John	3513 Concord Pike Ste 1000	Wilmington	DE	19803-5027	302.475.5105
Bleichner	Sherrri	1 Righter Parkway Ste 250	Wilmington	DE	19803-1534	302.656.7773
Zag	Lynn	5195 W Woodmill Dr, Ste 27	Wilmington	DE	19808-4067	302.995.7526
Gabel	Janet	103 Brook Run	Hockessin	DE	19707-2405	302.235.5765
Berardi	Stephen	5195 W Woodmill Dr, Ste 27	Wilmington	DE	19808-4067	302.995.7526
Goubeaux	Jaime	1309 Veale Road, Suite 10	Wilmington	DE	19810-4609	302.478.2801
Unger	James	625 Barksdale Rd, Ste 105	Newark	DE	19711-4535	302.366.1308
Johnson	James	3554 Recurve Cir	Sarasota	FL	34240-8753	716.759.1415
Cookston	Karen	25 W Cedar St Ste 207	Pensacola	FL	32502-5975	850.860.2600
Pierce	Richard	5101 N 12th Ave Ste A	Pensacola	FL	32504-8918	850.439.4003
Carbetta	Paul	200 Central Ave Unit 427, Unit 3103	Saint Petersburg	FL	33701-3566	850.389.6144

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Daley	Stephen	5101 N 12th Ave Ste A	Pensacola	FL	32504-8918	850.439.4003
Nalli	Joshua	5101 N 12th Ave Ste A	Pensacola	FL	32504-8918	850.439.4003
Moenter	Jennifer	1819 Main St Ste 240	Sarasota	FL	34236-5894	941.893.3460
Hoffman	Jared	1218 Millennium Pkwy Ste 1-3, Ste 600	Brandon	FL	33511-3895	813.777.0091
Dawson	Johnny	700 W 23rd St Ste 29D	Panama City	FL	32405-3936	850.319.5921
Zipfel	Neil	5101 N 12th Ave Ste A, Ste B	Pensacola	FL	32504-8918	850.439.4003
Mcvay	Brian	3044 Gulf Breeze Pkwy Ste C	Gulf Breeze	FL	32563-3246	850.390.7224
Long	Brian	2708 Alt 19, Ste 604-8	Palm Harbor	FL	34683-2665	727.724.1131
Hemphill	Philip	12 N Broad St	Brooksville	FL	34601-2921	352.593.5831
Mcelroy	Stephen	2611 Keystone Rd, Ste B2	Tarpon Springs	FL	34688-7403	727.937.0300
Hasson	Darin	210 S Pinellas Ave Ste 170	Tarpon Springs	FL	34689-3656	727.361.0440
Matthews	Joel	110 Myrtle Ridge Rd Ste B	Lutz	FL	33549-5647	727.786.2427
Roman	George	10575 68th Ave Ste A3	Seminole	FL	33772-6023	727.327.9077
Handel	Bradley	2605 Enterprise Rd E Ste 300	Clearwater	FL	33759-1068	727.726.7565
Ferraro	Robert	6144 Abbott Station Dr, Ste 101	Zephyrhills	FL	33542-4826	813.788.2100
Foreman	Peter	1619 W Gulf to Lake Hwy	Lecanto	FL	34461-7725	352.746.9006
Hanna	James	18167 US Highway 19 N, Suite 195	Clearwater	FL	33764-6566	727.535.1488
Tolbert	Eric	2189 Cleveland St Ste 205	Clearwater	FL	33765-3213	727.251.4372
Collier	John	13055 W Linebaugh Ave, Ste 101	Tampa	FL	33626-4426	727.216.0170
Mcmain	April	18514 US Highway 19 N Ste A	Clearwater	FL	33764-2764	727.524.3000
Ross	Robert	10410 Seminole Blvd, Ste 2A	Seminole	FL	33778-4046	727.391.1707
Plata	Henry	122 4th Ave, Ste 102	Indianalantic	FL	32903-3112	321.537.0711
Pitt	Richard	1600 E 8th Ave, Ste A200	Tampa	FL	33605-3765	813.253.3171
Martin	Patricia	595 Main St	Dunedin	FL	34698-4998	727.734.0886
Papadoyannis	George	2605 Enterprise Rd E Ste 300	Clearwater	FL	33759-1068	727.726.7565
Stern	Robert	2500 NE Coachman Rd	Clearwater	FL	33765-1814	727.786.2427
Soo	Selina	223 Pasadena Place	Orlando	FL	32803-3827	407.447.7778
Howard	Brett	601 N New York Ave Ste 211	Winter Park	FL	32789-3121	407.629.1122
Hake	Blair	10917 Dylan Loren Cir, Ste A	Orlando	FL	32825-4445	407.249.4006
Winkler	Thomas	1525 International Pkwy, Ste 4021	Heathrow	FL	32746-7646	407.833.2300
Petrushkin	Shawna	1635 E Highway 50, Executive Suite 212	Clermont	FL	34711-5034	321.331.1186
Martinusen	Janet	3999 N Harbor City Blvd	Melbourne	FL	32935-5752	321.242.7500
Hardin	John	10917 Dylan Loren Cir, Ste A	Orlando	FL	32825-4445	407.249.4006
Moore	Barbara	11714 NE 62nd Ter, Ste 100	The Villages	FL	32162-8624	352.674.4200
Christensen	Charles	1525 International Pkwy, Ste 4021	Heathrow	FL	32746-7646	407.833.2300
Swanson	Larry	24 NW 33rd Court, Suite B	Gainesville	FL	32607-2556	352.375.1463
Carrillo	Eugenio	719 Peachtree Rd, Ste 100	Orlando	FL	32804-6821	407.843.7163
Ruiz	Alfred	719 Peachtree Rd, Ste 100	Orlando	FL	32804-6821	407.206.7474
Shah	Siddharth	719 Peachtree Rd, Ste 100	Orlando	FL	32804-6821	407.206.7474
Paliwal	Rajiv	200 E Robinson St, Ste 1200	Orlando	FL	32801-1963	407.849.5141
Christiansen	James	1108 S Washington Ave	Titusville	FL	32780-4234	321.383.8464
De Cleene	Sherrill	217 S Swoope Ave	Maitland	FL	32751-5717	407.849.1123
Mulloy	Christopher	276 Brevard Avenue	Cocoa	FL	32922-7969	321.638.9992
Angier	Michael	1525 International Pkwy, Ste 4021	Heathrow	FL	32746-7646	407.833.2300
Fitzsimmons	Daniel	719 Peachtree Rd, Ste 100	Orlando	FL	32804-6821	407.206.7474
Heers	Sandra	400 E Merritt Ave, Ste F	Merritt Island	FL	32953-3434	321.452.4220
Matthewson	Donald	1108 S Washington Ave	Titusville	FL	32780-4234	321.383.8464
Sande	James	601 N New York Ave Ste 211	Winter Park	FL	32789-3121	407.629.1122
Samuel	Ronald	10917 Dylan Loren Cir, Ste A	Orlando	FL	32825-4445	407.249.4006
Seivert	Mark	207 E Livingston St	Orlando	FL	32801-1508	407.447.4601
Stone	Terry	217 S Swoope Ave	Maitland	FL	32751-5717	407.849.1123
Kernen	Kirk	5240 Babcock St NE, Ste 110	Palm Bay	FL	32905-4615	321.951.1335
De Jong	Carl	3520 NW 43rd St	Gainesville	FL	32606-6104	502.558.2260
Tyler	Robert	2050 South Patrick Dr, Ste B	Indian Harbour Beach	FL	32937-4431	321.243.9946
Teranishi	Steve	2050 South Patrick Dr, Ste B	Indian Harbour Beach	FL	32937-4431	321.243.9946
Hensley	Monica	6555 N Wickham Rd Ste 102	Melbourne	FL	32940-2040	321.622.8371
Allen	Nicolas	5401 S Kirkman Rd Ste 310	Orlando	FL	32819-7937	407.758.4781
Vartanian	Justin	120 S Woodland Blvd Ste 207	Deland	FL	32720-5445	386.279.4949
Scott	Marc	11714 NE 62nd Ter, Ste 100	The Villages	FL	32162-8624	352.674.4200
Gipson	Garth	513 N Parramore Ave	Orlando	FL	32801	407.425.9101
Yanez	Ricardo	5240 Babcock St NE, Ste 110	Palm Bay	FL	32905-4615	321.951.1335
Mackall	Lance	7125 Turner Rd Ste 101	Rockledge	FL	32955-5726	321.956.3447
DeJonge	Donald	6943 N Wickham Rd	Melbourne	FL	32940-7519	321.610.4644
Creed	Edward	13475 Atlantic Blvd Unit 8, Ste A-100	Jacksonville	FL	32225-3290	904.222.6495
Norton	William	220 Nocatee Village Dr	Ponte Vedra	FL	32081-5211	904.335.6115
Oliva	Rodrigo	13500 Sutton Park Dr S, Ste 701	Jacksonville	FL	32224-5290	904.821.0990
Accunzo	Marie	800 Zeagler Dr Ste 100	Palatka	FL	32177-3827	386.328.2221
Vicente	Jose	2225 Hwy A1A South, Suite B9	St Augustine	FL	32080-2916	904.471.9969
Yanez	Gabriel	10 Florida Park Drive N Ste D	Palm Coast	FL	32137-3667	386.597.2994
Sharp	Sean	1382 A Timberlane Rd	Tallahassee	FL	32312-1766	850.668.2436
Mc Crossan	Christopher	6817 Southpoint Pkwy, Ste 1303	Jacksonville	FL	32216-6297	904.332.9235
Fairbanks	Eric	24 Cathedral Pl Ste 206	Saint Augustine	FL	32084-4466	904.687.8730
Britt	Brian	24 Cathedral Pl Ste 206	Saint Augustine	FL	32084-4466	904.687.8730
Sheefel	Jeffrey	13400 Sutton Park Dr S, Ste 1104	Jacksonville	FL	32224-0235	904.992.8535

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## EXHIBIT J INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Del Nero	Debra	10365 Hood Rd S Ste 206	Jacksonville	FL	32257-3261	904.267.1579
Gracy	Daniel	13400 Sutton Park Dr S, Ste 1203	Jacksonville	FL	32224-0235	904.861.0650
Heron	Scott	10 Florida Park Drive N Ste D	Palm Coast	FL	32137-3667	386.597.2994
Sebert	Shawn	121 E Rutledge St	Madison	FL	32340-2439	850.973.8888
Zeiter	Eduardo	13400 Sutton Park Dr S, Ste 1203	Jacksonville	FL	32224-0235	904.861.0650
Sanom	Daniel	13475 Atlantic Blvd Unit 8, Ste A-100	Jacksonville	FL	32225-3290	904.222.6495
Agrusa	James	220 Nocatee Village Dr, Ste 206	Ponte Vedra	FL	32081-5211	904.335.6115
Danilson	Scott	376 Ahern St	Atlantic Beach	FL	32233-5248	904.576.0600
Esco	Scott	1435 Piedmont Dr E, Ste 211	Tallahassee	FL	32308-7938	850.906.0264
Lenfest	Geno	1435 Piedmont Dr E, Ste 211	Tallahassee	FL	32308-7938	850.906.0264
Romines	Ryan	220 Nocatee Village Dr	Ponte Vedra	FL	32081-5211	904.335.6115
Comar	Edward	822 A1A N Ste 303	Ponte Vedra Beach	FL	32082-8209	904.373.0084
Tarantino	Anthony	6817 Southpoint Pkwy, Ste 1103	Jacksonville	FL	32216-6295	904.402.1966
Kossen	Cameron	6817 Southpoint Pkwy Ste 1001	Jacksonville	FL	32216-6294	904.475.2980
Wright	Mary	6817 Southpoint Pkwy Ste 1001	Jacksonville	FL	32216-6294	904.475.2980
Rodegerdts	Michael	7216 US Highway 301 N Ste 109	Ellenton	FL	34222-3463	813.675.7000
Wilson	Leon	209 S Howard Ave	Tampa	FL	33606-1726	813.805.0900
Kwock-Lau	Jennifer	1001 S MacDill Ave Ste 600	Tampa	FL	33629-5250	813.603.8400
Gailey	Scott	7216 US Highway 301 N Ste 109	Ellenton	FL	34222-3463	813.675.7000
Williams-Gilmore	Jill	4207 W Bay to Bay Blvd	Tampa	FL	33629-6605	813.258.0777
Jongeward	Mark	210 S Pinellas Ave Ste 225	Tarpon Springs	FL	34689-3672	727.487.5440
Bizzack	James	1001 S Macdill Ave, Ste 700	Tampa	FL	33629-5250	813.556.6996
Berg	Gary	7432 Monika Manor Dr	Tampa	FL	33625-5826	813.448.7080
Pan	Edmund	28943 State Rte 54	Wesley Chapel	FL	33543-3218	813.994.1190
Forbes Felix	Shayna	135 N 6th St, Ste A	Haines City	FL	33844-4265	863.438.7943
Lubbers	Erica	1103 W Cleveland St	Tampa	FL	33606-1914	813.870.0892
Keller	John	27440 Cashford Cir, Ste 101	Wesley Chapel	FL	33544-6941	813.428.5900
Greiten	John	7432 Monika Manor Dr	Tampa	FL	33625-5826	813.448.7080
Binnie	Alexander	7432 Monika Manor Dr	Tampa	FL	33625-5826	813.448.7080
Kono	Sakiko	2623 McCormick Dr, Ste 103	Clearwater	FL	33759-1046	727.642.2019
With	James	4807 US Hwy 19, Ste 206	New Port Richey	FL	34652-4260	727.484.3237
Jackson	Tuangporn	424 22nd Ave N	Saint Petersburg	FL	33704-4346	727.767.9166
Buich	Jennifer	7432 Monika Manor Dr	Tampa	FL	33625-5826	813.448.7080
Wong	Joyce	2623 McCormick Dr, Ste 103	Clearwater	FL	33759-1046	727.642.2019
Fezler	Thomas	1206 Millennium Pkwy Ste 2001	Brandon	FL	33511-3895	813.661.6077
Buatti	James	603 E Jackson St	Tampa	FL	33602-4906	813.245.2227
Wilbur	Michelle	9015 Strada Stell Ct, Ste 103	Naples	FL	34109-4373	239.325.1041
Minor	David	9990 Coconut Rd Unit 222	Estero	FL	34135-8488	239.482.5770
Chkheidze	Kakhaber	223 Taylor St, Ste 1126	Punta Gorda	FL	33950-4427	941.637.9700
Giordano	Lucas	405 5th Ave S Ste 7	Naples	FL	34102-6515	239.300.4984
Karah	Karimah	2080 McGregor Blvd, Ste 201	Fort Myers	FL	33901-3424	239.332.4800
Wei	Diana	2831 Ringling Blvd, Ste F-219	Sarasota	FL	34237-5356	941.365.1010
Chan	Emily	8270 College Pkwy Ste 101	Fort Myers	FL	33919-5106	239.437.9300
Powell	Michael	12330 Tamiami Trl E, Ste 101-A	Naples	FL	34113-7931	914.997.7526
Daher	Robert	6710 Professional Pkwy, Ste 320	Lakewood Ranch	FL	34240-5808	941.216.3737
Onishi	Ryan	2477 Stickney Point Rd, Ste 123B	Sarasota	FL	34231-4069	941.927.7555
Choi	Augustine	410 43rd St W Ste I	Bradenton	FL	34209-2901	941.758.5910
Brende	Richard	12620 World Plaza Ln, Ste 3 Bldg 60	Fort Myers	FL	33907-3996	239.931.3243
Prabhakar	Sunil	6151 Lake Osprey Dr Ste 329	Sarasota	FL	34240-8419	941.216.0679
Yoshida	John	6151 Lake Osprey Dr, Ste 343	Sarasota	FL	34240-8419	941.373.1598
Billeaudeau	Scott	9015 Strada Stell Ct, Ste 103	Naples	FL	34109-4373	239.325.1041
Okamura	Lea	6710 Professional Pkwy, Ste 320	Lakewood Ranch	FL	34240-5808	941.216.3737
Nikolaieff	Gregory	12620 World Plaza Ln, Ste 3 Bldg 60	Fort Myers	FL	33907-3996	239.931.3242
Lahtinen	Eric	10 1st Ave	Englewood	FL	34223-3659	941.475.7561
Wang	Lois	410 43rd St W Ste I	Bradenton	FL	34209-2901	941.758.5910
Nicoles	Dawn	13920 N Dale Mabry Hwy	Tampa	FL	33618-2416	813.319.0011
Evans	Troy	18245 Paulson Dr Ste 114 & 115	Port Charlotte	FL	33954-1019	941.629.8110
Pollak	Scott	12621 Trade Way Dr Unit 7	Bonita Springs	FL	34135-7319	239.304.9345
Kramer	Kendall	7317 Merchant Ct, Ste B	Lakewood Ranch	FL	34240-8464	941.217.2294
Row	Clarence	164 Pondella Rd	North Fort Myers	FL	33903-3846	239.656.1617
Ware	Gregory	6150 Diamond Centre Ct, Unit 800 Ste 2	Fort Myers	FL	33912-7147	239.219.1750
Hudson	Shana	2804 Del Prado Blvd S, Ste 103	Cape Coral	FL	33904-7227	239.549.1880
Mason	Ryan	14311 Metropolis Ave Ste 205	Fort Myers	FL	33912-4442	239.768.7007
Stewart	Benjamin	1111 3rd Ave W Ste 260	Bradenton	FL	34205-7834	941.462.4435
Seo	Derek	11065 Gatewood Dr, Unit C-103	Bradenton	FL	34211-4944	941.748.6500
Terpeluk	Violetta	14311 Metropolis Ave Ste 205	Fort Myers	FL	33912-4442	239.768.7007
Leong	Stanley	9990 Coconut Rd Ste 243	Bonita Springs	FL	34135	239.390.1173
Sharp	Thomas	6817 Southpoint Pkwy, Ste 1103	Jacksonville	FL	32216-6220	904.421.0697
Crumley	Douglas	4651 Salisbury Rd Ste 275	Jacksonville	FL	32256-6190	904.551.0526
Roth	Robert	10161 Centurion Pkwy N Ste 105	Jacksonville	FL	32256-0523	904.801.1670
Budenbender	Pamela	6817 Southpoint Pkwy, Ste 1103	Jacksonville	FL	32216-6220	904.421.0697
Meyer	Brett	6817 Southpoint Pkwy, Ste 1103	Jacksonville	FL	32216-6220	904.421.0697
Foley	Alan	4651 Salisbury Rd Ste 275	Jacksonville	FL	32256-6190	904.551.0526
Burns	Tom	6817 Southpoint Pkwy, Ste 1102	Jacksonville	FL	32216-6295	904.421.7524

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Last	First	Address	City	State	Zip Code	Bus Phone
Silva	William	6817 Southpoint Pkwy, Ste 1103	Jacksonville	FL	32216-6220	904.421.0697
Murphy	Sean	6817 Southpoint Pkwy, Ste 1103	Jacksonville	FL	32216-6220	904.421.0697
Elliott	Justin	6817 Southpoint Pkwy, Ste 1103	Jacksonville	FL	32216-6220	904.421.0697
Castillo	Daniel	2295A SW Martin Hwy	Palm City	FL	34990-3274	772.283.6666
Pretorius	Jan	1880 N Congress Ave Ste 206	Boynton Beach	FL	33426-8674	561.364.8285
Walters	Ashley	1880 N Congress Ave Ste 206	Boynton Beach	FL	33426-8674	561.364.8285
Schleder	Ivan	4800 N Federal Hwy Ste D200	Boca Raton	FL	33431-3413	561.372.0345
Stahley	Jonathan	4800 N Federal Hwy Ste D200	Boca Raton	FL	33431-3413	561.372.0345
Fogg	Richard	3900 Woodlake Blvd, Ste 214	Lake Worth	FL	33463-3010	561.969.9700
Huey	Tamara	241 NE 4th St Ste B	Delray Beach	FL	33444-3805	844.978.8850
Taraz	Reza	101 N Federal Hwy, Ste 700	Boca Raton	FL	33432-3969	561.997.2223
Purvis	Karen	4440 PGA Blvd, Ste 600	Palm Beach Gardens	FL	33410-6542	561.627.4150
Norolah	Andrew	1054 20th Pl	Vero Beach	FL	32960-5360	561.770.3700
Schwager	James	1875 NW Corporate Blvd, Ste 210	Boca Raton	FL	33431-8550	561.952.0664
Anderson	Timothy	4800 N Federal Hwy Ste D200	Boca Raton	FL	33431-3413	561.372.0345
Dold	Peter	308 Tequesta Dr, Ste 6A	Tequesta	FL	33469-3092	561.744.0302
Tanner	John	210 N University Dr, Ste 401	Coral Springs	FL	33071-7392	954.575.6250
Erling	Robert	2101 NW Corporate Blvd, Ste 208	Boca Raton	FL	33431-7343	561.953.9370
Yamamura	Egan	4800 N Federal Hwy Ste D200	Boca Raton	FL	33431-3413	561.372.0345
Kochon	Shane	4800 N Federal Hwy Ste D200	Boca Raton	FL	33431-3413	561.372.0345
Jacobs	Russell	980 N Federal Hwy Ste 442	Boca Raton	FL	33432-2712	561.756.8643
Brander	Martin	2700 N Military Trl Ste 390	Boca Raton	FL	33431-6394	561.515.2971
Hoopingarner	Lori	980 N Federal Hwy Ste 442	Boca Raton	FL	33432-2712	561.756.8643
Jackson	Brian	9825 Marina Blvd Ste 100	Boca Raton	FL	33428-6628	561.843.2406
Collins	Stephen	2700 N Military Trl Ste 390	Boca Raton	FL	33431-6394	561.515.2971
Vora	Supal	4800 N Federal Hwy Ste D200	Boca Raton	FL	33431-3413	561.372.0345
Bailey	Michael	712 US Highway 1 Ste 301-24, Ste 500	North Palm Beach	FL	33408-4521	561.932.1130
Mc Coy	Mike	241 NE 4th St Ste B	Delray Beach	FL	33444-3805	844.978.8850
Pahal	Navneet	4800 N Federal Hwy Ste D200	Boca Raton	FL	33431-3413	561.372.0345
Beiter	Kenneth	14557 NW US Hwy 441	Alachua	FL	32615-8223	386.518.6493
Taylor	Jeremy	1054 20th Pl	Vero Beach	FL	32960-5360	561.770.3700
Esquer	Douglas	8198 S Jog Rd Ste 200	Boynton Beach	FL	33472-2998	561.369.8400
Dobrinen	Tina	15715 S Dixie Hwy, Ste 413	Miami	FL	33157-1884	305.670.5171
Johnson	Derek	15715 S Dixie Hwy, Ste 413	Miami	FL	33157-1884	305.670.5171
Lee	Helen	9350 S Dixie Hwy, Ste 1410	Miami	FL	33156-2944	786.264.4955
Rangsuebsin	Vicky	7700 N Kendall Dr Ste 300-J	Miami	FL	33156-7559	786.681.0888
Ebbert	Janice	8390 SW 72nd Ave, Ste 142B	Miami	FL	33143-7664	305.800.7526
Koehler	Jean	9130 S Dadeland Blvd, Ste 1903	Miami	FL	33156-7826	305.670.7425
Dax	Angela	15715 S Dixie Hwy, Ste 413	Miami	FL	33157-1884	305.670.5171
Weinstein	Jacqueline	9150 S Dadeland Blvd Ste 1010	Miami	FL	33156-7843	305.670.5575
Wada	Charles	3326 Mary St, Ste 200	Coconut Grove	FL	33133-1900	786.220.2963
Angelo	John	9130 S Dadeland Blvd, Ste 1903	Miami	FL	33156-7826	305.670.7425
Armijo	Roberta	9150 S Dadeland Blvd Ste 1010	Miami	FL	33156-7843	305.670.5575
Shamsian	Ferial	15715 S Dixie Hwy, Ste 229	Palmetto Bay	FL	33157-1877	786.429.1180
Kamholtz	David	300 Sevilla Ave, Ste 208	Coral Gables	FL	33134-6623	305.670.5575
Lewin	Alejandro	9350 S Dixie Hwy, Ste 1410	Miami	FL	33156-2944	786.264.4955
Taylor	Jeffrey	1875 NW Corporate Blvd Ste 205	Boca Raton	FL	33431-8550	561.467.4700
Milner	Stephanie	1875 NW Corporate Blvd Ste 205	Boca Raton	FL	33431-8550	561.467.4700
Reznick	Sarah	4927 Southfork Dr	Lakeland	FL	33813-2043	863.688.6863
Tarko	Alan	4927 Southfork Dr	Lakeland	FL	33813-2043	863.688.6863
Kasen	Jill	4927 Southfork Dr	Lakeland	FL	33813-2043	863.688.6863
Chrysostomides	Pandelis	2170 W State Rd 434, Ste 214	Longwood	FL	32779-4977	407.862.6466
Clements	Jerry	433 Plaza Real Ste 275	Boca Raton	FL	33432-3999	561.327.4535
Woo	Mandy	6750 N Andrews Ave Ste 200	Fort Lauderdale	FL	33309-2180	646.292.8005
Lammers	Mark	1290 Weston Rd Ste 200, Ste 202	Weston	FL	33326-1909	954.384.5401
Russo	Michael	111 N Pine Island Rd, Ste 201-B	Plantation	FL	33324-1836	954.382.5200
Warren	James	111 N Pine Island Rd, Ste 201-B	Plantation	FL	33324-1836	954.382.5200
Kobashigawa	Gregg	111 N Pine Island Rd, Ste 201-B	Plantation	FL	33324-1836	954.382.5200
Mc Coy	Joshua	14051 Hampshire Bay Cir	Winter Garden	FL	34787-5929	866.498.3529
Soward	John	4400 N Federal Hwy Ste 11	Lighthouse Point	FL	33064-6507	561.617.7341
Morin	Harold	10050 NW 1st Ct	Plantation	FL	33324-7005	954.236.9403
Mahmood	Mazhar	7321 Merchant Ct Ste A	Sarasota	FL	34240-8466	941.907.0708
Makhijani	Johny	8201 Peters Rd, Ste 1000	Plantation	FL	33324-3266	954.916.2696
Shirk	Jason	2881 E Oakland Park Blvd, Ste 116	Fort Lauderdale	FL	33306-1813	954.332.2411
Franklin	Kenneth	2233-C E Ft King St	Ocala	FL	34471-2563	352.629.7417
Jamm	Katiana	3201 SW 34th Ave, Ste 105	Ocala	FL	34474-7423	352.291.2300
Madhavan	Sandeep	3201 SW 34th Ave, Ste 105	Ocala	FL	34474-7423	352.291.2300
Halbreich	Jeffrey	3350 SW 148th Ave Ste 110	Miramar	FL	33027-3237	954.874.1648
Curtis	Steven	3507 Wedgewood Ln	The Villages	FL	32162-7187	352.350.2397
Jamshidipour	Yousef	301 SW Albany Ave	Stuart	FL	34994-2031	772.286.4841
De La Pena	Kristopher	1907 SW Autumnwd Wy	Palm City	FL	34990-7749	772.221.3776
Beattie	Michael	300 NE 2nd St Ste 600	Fort Lauderdale	FL	33301	248.875.5700
Smith	Thomas	719 Peachtree Rd, Ste 100	Orlando	FL	32804-6821	407.206.7477
Hanlin	Josh	433 Plaza Real Ste 275, Room 24 & 25	Boca Raton	FL	33432	240.720.0084

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Last	First	Address	City	State	Zip Code	Bus Phone
Johnson	Helene	10151 Deerwood Park Blvd, Bldg 2	Jacksonville	FL	32256-0566	904.371.1240
Jones	Cherie	5701 Main St	New Port Richey	FL	34652-2635	727.815.0300
Raegen	Jeffrey	1004 Collier Center Way, Ste 203	Naples	FL	34110-8469	952.921.4960
Minker	Andrew	209 Tabor St, Ste A	Punta Gorda	FL	33950-4036	941.575.7202
Castaneda	John	209 Tabor St	Punta Gorda	FL	33950-4036	941.575.7202
Lang	Kevin	96-A Lakeshore Dr	St Marys	GA	31558-3858	912.882.2295
Madden	Barbara	345 Creekstone Ridge	Woodstock	GA	30188-3745	770.591.7700
Quach	Phuong	1165 Northchase Pkwy SE, Ste 255	Marietta	GA	30067	678.397.0601
Styczynski	Jason	3325 Paddocks Pkwy, Ste 110	Suwanee	GA	30024-6060	404.786.1969
Cruff	Gary	1275 Shiloh Rd NW Ste 2321, Ste 130 Bldg 100	Kennesaw	GA	30144-7183	678.306.4009
Woo	Richard	418 Pirkle Ferry Rd, Unit 113	Cumming	GA	30040-2529	678.947.1248
Hsia	Albert	1 S Broad St SW	Rome	GA	30161-4424	706.295.4008
Can	Connie	1275 Shiloh Rd NW, Ste 2320	Kennesaw	GA	30144-7183	678.306.4007
Ward	Adam	1275 Shiloh Rd NW Ste 2321	Kennesaw	GA	30144-7183	678.306.4009
Kabitsis	Spiridon	1573 N Three Notch Rd	Ringgold	GA	30736-8067	706.965.7790
Koppanyi	Lisa	305 Point North Pl, Ste 1	Dalton	GA	30720-2647	706.278.5662
Kohli	Vikram	3475 Lenox Rd NE, Ste 600	Atlanta	GA	30326-3219	404.995.8670
Kotov	Dimitar	3133 Golf Ridge Blvd, Ste 201	Douglasville	GA	30135-1994	678.391.0324
Nack	Duane	1551 Jennings Mill Rd, Ste 1000-B	Watkinsville	GA	30677-7257	706.546.1114
Stapleton	Christoph	3790 Holcomb Bridge Rd, Ste 202	Peachtree Corners	GA	30092-4854	770.248.2888
Simpson	Richard	2300 Henderson Mill Rd NE, Ste 130	Atlanta	GA	30345-2704	770.496.8965
Ng	Lai Hing Ester	350 Town Center Ave, Ste 300	Suwanee	GA	30024-6914	678.714.2036
Vu	Hung	2300 Henderson Mill Rd NE, Ste 130	Atlanta	GA	30345-2704	770.496.8965
Littlepage	Barbara	4210 Columbia Rd, Ste 1B	Martinez	GA	30907-0436	706.868.8020
Cleland	Robert	601 N Belair Sq, Ste 29	Evans	GA	30809-4325	706.836.0918
Roat	Leon	3475 Lenox Rd NE, Ste 600	Atlanta	GA	30326-3219	404.995.8670
Cooper	David	530 W Thomas St, Ste B1	Milledgeville	GA	31061-2744	478.452.4101
Nelson	David	4500 Hugh Howell Rd, Ste 735	Tucker	GA	30084-4738	404.501.9142
Sawal	Dinesh	3525 Piedmont Rd NE Bldg 5-110	Atlanta	GA	30305-1594	770.431.5130
Loo	Christopher	3725 Lawrenceville-Suwanee Rd, Ste A-7	Suwanee	GA	30024-2320	770.904.2082
Armer	Todd	3790 Holcomb Bridge Rd, Ste 202	Peachtree Corners	GA	30092-4854	770.248.2888
Woodell	Thomas	8300 Dunwoody Place, Suite 120	Atlanta	GA	30350-3303	770.645.2977
Chien	Jing	206 Madison Ave N	Douglas	GA	31533-4610	912.384.3621
Lee	Kelly	5881 Glenridge Dr Ste 250	Atlanta	GA	30328-6169	404.913.9133
Jenkins	David	422 E State St Apt A, PO Box 8515	Savannah	GA	31401-3459	912.341.0810
Du-Forstner	Jennifer	601 N Belair Sq, Ste 29	Evans	GA	30809-4325	706.836.0918
Schmidt	Valerie	5881 Glenridge Dr Ste 250	Atlanta	GA	30328-6169	404.913.9133
Higashihara	Eric	3 Bradley Park Court, Ste E	Columbus	GA	31904-9222	706.568.1119
Silva	Marvin	612 Ridgewood Ter	Gainesville	GA	30501-3048	770.538.0056
Dorman	Clark	3655 Brookside Pkwy, Ste 240 - Brookside II	Alpharetta	GA	30022-1429	470.545.6833
Quindica Rafferty	Gaylien	3655 Brookside Pkwy, Ste 240 - Brookside II	Alpharetta	GA	30022-1429	470.545.6833
Nishino	Glenn	1191 Barnett Ridge	Athens	GA	30605-5342	706.546.8567
Onaga	Neal	125 Plantation Ctr Dr S, Building 300 Suite A	Macon	GA	31210-2079	478.471.6764
Mark	Barry	2918 Professional Pkwy, Suite 107	Augusta	GA	30907-3593	706.868.4068
Mark	Thomas	601 N Belair Sq, Ste 29	Evans	GA	30809-4325	706.836.0918
Tanaka	Arnold	1551 Jennings Mill Rd, Ste 1000-B	Watkinsville	GA	30677-7257	706.546.1114
Isoda	Kevin	11097 Houze Rd Ste 150	Roswell	GA	30076-5651	770.645.1996
Ito	John	1202 Bombay Ln	Roswell	GA	30076-5822	770.642.8504
Tanimura	Charles	206 Madison Ave N	Douglas	GA	31533-4610	912.384.3621
Watanabe	Joanne	1202 Bombay Ln	Roswell	GA	30076-5822	770.642.8504
Suzuki	Reid	5855 Sandy Springs Cir NE, Ste 100	Sandy Springs	GA	30328-6275	404.459.9161
Ihori	Aaron	5881 Glenridge Dr Ste 250	Atlanta	GA	30328-6169	404.913.9133
Hayakawa	Eriko	3475 Lenox Rd NE, Ste 600	Atlanta	GA	30326-3219	404.995.8670
Shimokawa	Ross	220 Heritage Walk, Ste 206	Woodstock	GA	30188-6459	678.431.5125
Livingston	David	367 Atlanta St SE	Marietta	GA	30060-2258	770.431.5120
Gronwald	Joseph	5855 Sandy Springs Cir NE, Ste 100	Sandy Springs	GA	30328-6275	404.459.9161
Pagay	Rhodora	350 Town Center Ave, Ste 300	Suwanee	GA	30024-6914	678.714.2036
Inouye	Ryan	367 Atlanta St SE	Marietta	GA	30060-2258	770.431.5120
Hirokane	Matthew	1150 Sanctuary Pkwy, Ste 410	Alpharetta	GA	30009-8501	770.609.6324
Schelling	Robert	4151 Ashford Dunwoody Rd, Ste 225	Atlanta	GA	30319-1443	770.879.8007
Bounnam	Vieng	329 Oak St Ste 202	Gainesville	GA	30501-3591	770.297.9000
Mc Murdie	Jeffrey	3480 Preston Ridge Rd Ste 315	Alpharetta	GA	30005-2028	678.395.3622
Nicolades	Andreas	6285 Barfield Rd, Ste 250	Atlanta	GA	30328-4321	770.352.9650
Mc Keown	Patrick	6285 Barfield Rd, Ste 250	Atlanta	GA	30328-4321	770.352.9650
Erwin	Charles	2300 Windy Ridge Pkwy SE, Ste R-65	Atlanta	GA	30339-5665	770.575.9385
Samples	Justin	6285 Barfield Rd, Ste 250	Atlanta	GA	30328-4321	770.352.9650
Orlando	Paul	825 Juniper St NE	Atlanta	GA	30308-1311	404.591.2450
O'Neill	Patrick	825 Juniper St NE	Atlanta	GA	30308-1311	404.591.2450
Wolken	Amy	3490 Piedmont Rd NE Ste 1005	Atlanta	GA	30305-4809	404.995.8671
Williams	Phillip	825 Juniper St NE	Atlanta	GA	30308-1311	404.591.2450
Michaels	Glenn	825 Juniper St NE	Atlanta	GA	30308-1311	404.591.2450
Vance	Beth	825 Juniper St NE	Atlanta	GA	30308-1311	404.591.2450
Allison	Sally	999 Peachtree St NE, Ste 2820	Atlanta	GA	30309-4413	855.999.2820
Dworaczyk	Terry	3490 Piedmont Rd NE Ste 1005	Atlanta	GA	30305-4809	404.995.8671

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## EXHIBIT J

### INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Spitz	Andrew	3325 Paddocks Pkwy, Ste 110	Suwanee	GA	30024-6060	678.456.6210
Kammerman	Mark	3325 Paddocks Pkwy, Ste 110	Suwanee	GA	30024-6060	678.456.6210
Jones	Olga	7840 Roswell Rd, Ste 405	Atlanta	GA	30350-6877	678.334.2440
Bodemeijer	Daniel	1585 Kapiolani Blvd, Ste 1616	Honolulu	HI	96814-4524	808.380.8638
Foster	John	1585 Kapiolani Blvd, Ste 1616	Honolulu	HI	96814-4524	808.380.8638
Jorgensen	Lars	1001 Bishop St Ste 788	Honolulu	HI	96813-3490	808.792.5945
De Buiser	Garrett	700 Bishop St Ste 1703	Honolulu	HI	96813-4118	808.792.5935
Pirkowitsch	Judith	1585 Kapiolani Blvd, Ste 1235	Honolulu	HI	96814-4532	808.543.3840
Kelley	Cindy	1585 Kapiolani Blvd, Ste 1620	Honolulu	HI	96814-4529	808.952.9700
Lewandowski	Gregory	1585 Kapiolani Blvd Ste 1650	Honolulu	HI	96814-4522	808.952.9700
Hjerpe	William	55 Merchant St Ste 2020	Honolulu	HI	96813-4329	808.792.5977
Quisol	Roman	101 Aupuni St, Ste 111	Hilo	HI	96720-4260	808.933.9606
Carabini	James	711 Kapiolani Blvd Ste 1440	Honolulu	HI	96813-5238	808.792.5900
Lucas	Jonathan	1585 Kapiolani Blvd, Ste 1620	Honolulu	HI	96814-4529	808.952.9700
Goudy	Paul	1585 Kapiolani Blvd, Ste 1620	Honolulu	HI	96814-4529	808.952.9700
Gega	Byron	1585 Kapiolani Blvd Ste 1650	Honolulu	HI	96814-4522	808.952.9700
Eldridge	William	1585 Kapiolani Blvd Ste 1650	Honolulu	HI	96814-4522	808.952.9700
Friedemann	Carl	1585 Kapiolani Blvd, Ste 1620	Honolulu	HI	96814-4529	808.952.9700
Littlejohn	Cornelius	1585 Kapiolani Blvd, Ste 1620	Honolulu	HI	96814-4529	808.952.9700
Johnson	Jeremiah	1585 Kapiolani Blvd, Ste 1620	Honolulu	HI	96814-4529	808.952.9700
Greaves	Lakely	1585 Kapiolani Blvd, Ste 1600	Honolulu	HI	96814-4523	808.441.4000
Shoemaker	Robin	555 South St Suite 107	Honolulu	HI	96813-5037	808.380.8627
Sanman	Mark	1585 Kapiolani Blvd, Ste 1600	Honolulu	HI	96814-4523	808.441.4000
Fournier	Matthew	500 Ala Moana Blvd Suite 7-525, Mailbox 129	Honolulu	HI	96813-4925	808.784.3500
Dudek	Tatiana	1585 Kapiolani Blvd, Ste 1600	Honolulu	HI	96814-4523	808.441.4000
Allred	Matthew	1585 Kapiolani Blvd, Ste 1235	Honolulu	HI	96814-4532	808.543.3840
Dube'	John	1585 Kapiolani Blvd, Ste 1235	Honolulu	HI	96814-4532	808.543.3840
Webb	Stephanie	65-1279 Kawaihae Rd, Ste 207	Kamuela	HI	96743-8444	808.238.5400
Van Hollebeke	Anthony	555 South St Ste 106	Honolulu	HI	96813	808.949.4480
Bertran	C	1600 Kapiolani Blvd Ste 1323	Honolulu	HI	96814-3803	808.952.1230
Hart	Mickey	1585 Kapiolani Blvd Ste 1100	Honolulu	HI	96814-4527	808.952.1222
Carlson	Elaina	900 Fort Street Mall Ste 1710	Honolulu	HI	96813-3794	808.543.3838
Bean	Lori	745 Fort Street Ste 1400	Honolulu	HI	96813-3877	808.952.1221
Evison	Donna	745 Fort Street Ste 1400	Honolulu	HI	96813-3877	808.952.1221
Milkovich	David	1585 Kapiolani Blvd Ste 1100	Honolulu	HI	96814-4527	808.952.1222
Losing	Jared	1585 Kapiolani Blvd Ste 1100	Honolulu	HI	96814-4527	808.952.1222
Beierwaltes	Christopher	1585 Kapiolani Blvd Ste 1100	Honolulu	HI	96814-4527	808.952.1222
Stein	Paul	1585 Kapiolani Blvd Ste 1100	Honolulu	HI	96814-4527	808.952.1222
Dryden	Eric	745 Fort Street Ste 1400	Honolulu	HI	96813-3877	808.952.1221
Morris	Chester	745 Fort Street Ste 1400	Honolulu	HI	96813-3877	808.952.1221
Rieker	Crystal	98-1247 Kaahumanu St Ste 101	Aiea	HI	96701-5310	808.992.1216
Callaway	Ryan	745 Fort Street Ste 1400	Honolulu	HI	96813-3877	808.952.1221
Frank	Mathew	555 South St Ste 106	Honolulu	HI	96813	808.949.4480
Hall	Michael	1585 Kapiolani Blvd Ste 1100	Honolulu	HI	96814-4527	808.952.1222
Schor	Timothy	555 South St Ste 106	Honolulu	HI	96813	808.949.4480
Cavens	Robert	555 South St Ste 106	Honolulu	HI	96813	808.949.4480
Wilson	Richard	75-170 Hualalai Rd, Ste D119	Kailua-Kona	HI	96740-1737	866.952.1222
Degner	Mark	900 Fort Street Mall Ste 1710	Honolulu	HI	96813-3794	808.543.3838
Pollack	Andrew	745 Fort Street Ste 1400	Honolulu	HI	96813-3877	808.952.1221
Erwin	Eric	4840 Utica Ridge Rd	Davenport	IA	52807-3056	877.743.4040
Chalmers	Kale	4101 Glass Rd NE	Cedar Rapids	IA	52402-2512	319.206.9250
Carlson	Sten	4101 Glass Rd NE	Cedar Rapids	IA	52402-2512	319.206.9250
Austria-Kenney	Theresa	4101 Glass Rd NE	Cedar Rapids	IA	52402-2512	319.206.9250
Beck	Andrew	701 Avenue G	Fort Madison	IA	52627-2915	319.372.8923
Doneth	Jason	321 17th St Ste A	Bettendorf	IA	52722-4907	563.214.1857
Sturdivant	James	717 N 18th St, PO Box 925	Centerville	IA	52544-1164	641.856.3131
Chona-Giessinger	Tiffany	5405 Utica Ridge Road, Suite 110	Davenport	IA	52807-2938	563.344.6070
Betz	Kevin	5001 Utica Ridge Rd	Davenport	IA	52807-3060	563.344.9535
Shipp	James	120 E 3rd St	Muscatine	IA	52761-3806	319.262.4040
Greene	Thomas	120 Bryant St, Ste 104	Dubuque	IA	52003-7407	563.588.1602
Holmgren	John	5900 Saratoga Rd Ste 7	Dubuque	IA	52002-2124	563.690.0727
Christensen	Gary	610 Avenue G	Fort Madison	IA	52627-2925	319.372.1896
Wakefield	Rebecca	105 E Locust St, Ste 1	Bloomfield	IA	52537-1458	641.664.2169
Tilbury	Richard	5001 Utica Ridge Rd	Davenport	IA	52807-3060	563.344.9535
Silkworth	Brian	120 E 3rd St	Muscatine	IA	52761-3806	319.262.4040
Singleton	Andrea	5405 Utica Ridge Road, Suite 110	Davenport	IA	52807-2938	563.344.6070
Navone	James	5001 Utica Ridge Rd	Davenport	IA	52807-3060	563.344.9535
Sands	Colin	325 W 7th St	Sioux City	IA	51103-5417	712.258.8600
Kelly	John	1401 E 7th Street, PO Box 266	Atlantic	IA	50022-1906	712.243.1453
Gustin	Sherry	325 W 7th St	Sioux City	IA	51103-5417	712.258.8600
Bachand	Hunter	210 E 5th St Ste 4	Carrroll	IA	51401-2714	712.792.5100
Wong	DeAnna	222 N Main St	Chariton	IA	50049-1719	641.774.5907
Clements	Guy	3139 S Lakeport St	Sioux City	IA	51106-4223	712.274.7696
Miller	John	722 Lake Ave	Storm Lake	IA	50588-1854	712.732.2375

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Last	First	Address	City	State	Zip Code	Bus Phone
Leach	Heather	1401 E 7th Street, PO Box 266	Atlantic	IA	50022-1906	712.243.1453
Daniels	Wil	308 Antique City Dr	Walnut	IA	51577-2007	712.785.5500
Cook	Deane	1045 76th St Ste 2000	West Des Moines	IA	50266-5886	515.453.9424
Hafen	Carl	5435 NW 100th St Ste 300	Johnston	IA	50131-4818	515.253.8200
Kubik	Eugene	2813 Terrace Dr	Cedar Falls	IA	50613-5900	319.268.4334
Clyne Oishi	Deborah	4600 University Ave	Cedar Falls	IA	50613-6216	319.268.4310
Janicki	Thomas	2708 Bicentennial Dr, Suite B	Cedar Falls	IA	50613-5852	319.268.4315
Baker	Thomas	2712 Orchard Dr, Ste A	Cedar Falls	IA	50613-5864	319.268.4329
Ledesma	Jason	117 4th Ave S	Clinton	IA	52732-4107	563.242.7898
Buser	Lyle	6601 Boulder Brook Ct	Dubuque	IA	52003	563.556.7132
Anderson	Janet	6601 Boulder Brook Ct	Dubuque	IA	52003	563.556.7132
Zelenak	George	106 N 28th St	Fairfield	IA	52556-4310	641.472.6260
Schwarz	Ted	106 N 28th St	Fairfield	IA	52556-4310	641.472.6260
Greene	Brant	103 E State St Ste 300	Mason City	IA	50401-3321	641.423.7070
Matz	Dean	123 W Washington St	Washington	IA	52353-2035	319.653.6638
Darneille	Russell	6919 Chancellor Dr Ste A	Cedar Falls	IA	50613-6926	319.260.7000
Pickles	William	4510 Chadwick Rd	Cedar Falls	IA	50613-7958	319.277.2020
Jensen	Peter	6919 Chancellor Dr Ste A	Cedar Falls	IA	50613-6926	319.260.7000
Thomsen	Jeffry	6919 Chancellor Dr Ste A	Cedar Falls	IA	50613-6926	319.260.7000
Mcculloch	Christopher	4510 Chadwick Rd	Cedar Falls	IA	50613-7958	319.277.2020
Ng	Randy	1055 Longfellow Dr Ste A	Hiawatha	IA	52233-2069	319.200.2520
Phelps	Roger	1200 Valley West Dr, Ste 608	West Des Moines	IA	50266-1907	515.223.1790
Jiyamapa	Daniel	1200 Valley West Dr, Ste 608	West Des Moines	IA	50266-1907	515.223.1790
Anderson	Gina	824 3rd Ave, PO Box 428	Sheldon	IA	51201-0428	712.324.5292
Chambers	Jamie	129 Central Ave SW	LeMars	IA	51031-3620	712.546.9525
Richardson	David	1408 Broadway, PO Box 601	Denison	IA	51442-2053	712.263.6722
Dunn	Russell	6111 Whispering Creek Dr Ste A	Sioux City	IA	51106-7211	712.279.0646
Neamen	Kirk	6111 Whispering Creek Dr Ste A	Sioux City	IA	51106-7211	712.279.0646
Mosbacher	Martin	3301 Hwy 71 Ste 3, PO Box 334	Spirit Lake	IA	51360-0334	712.336.0321
Murphy	Jill	6111 Whispering Creek Dr Ste A	Sioux City	IA	51106-7211	712.279.0646
Mc Williams	Sean	1220 NE Station Xing Ste 202	Grimes	IA	50111-8013	515.553.6680
Bennett	James	1109 Washington St	Pella	IA	50219-1507	641.613.3079
Beaulaurier	Tom	2600 Westown Pkwy Ste 210	West Des Moines	IA	50266-7301	515.309.0043
Aramaki	David	2600 Westown Pkwy Ste 210	West Des Moines	IA	50266-7301	515.309.0043
Haq	Adnan	1080 Jordan Creek Pkwy, Ste 140N	West Des Moines	IA	50266-6004	515.207.3400
Conti	Edward	600 Woodcrest Dr	Waukee	IA	50263-9502	515.987.8327
Johnson	Howard	1080 Jordan Creek Pkwy, Ste 140N	West Des Moines	IA	50266-6004	515.207.3400
Schmiedeknecht	Cynthia	2716 Grand Ave	Des Moines	IA	50312-5218	515.274.3393
Crosby	Jeffrey	1080 Jordan Creek Pkwy, Ste 140N	West Des Moines	IA	50266-6004	515.207.3400
Tremblay	DShane	2600 Westown Pkwy Ste 210	West Des Moines	IA	50266-7301	515.453.2300
Kenoyer	Douglas	1580 Mall Dr	Iowa City	IA	52240-3110	319.337.9620
Sager	Michelle	414 E Platt St	Maquoketa	IA	52060-2411	563.652.2013
Norman	Andrew	1580 Mall Drive, Suite A	Iowa City	IA	52240-3110	319.337.2263
Kaluderovic	Vedran	111 2nd St W	Cresco	IA	52136-1515	563.547.5340
Dover	Lee	709 N Main St	Charles City	IA	50616-2103	641.228.2271
Smotherman	Robert	115 S Vine St	West Union	IA	52175-1393	319.240.0880
Kan	Ivan	1580 Mall Drive, Suite A	Iowa City	IA	52240-3110	319.337.2263
Davis	Carl	1580 Mall Drive, Suite A	Iowa City	IA	52240-3110	319.337.2263
Logan	Andre	527 W 2nd St	Ottumwa	IA	52501-2310	641.684.4200
Embler	Jennifer	1580 Mall Dr	Iowa City	IA	52240-3110	319.337.9620
Guan	Tony	702 Avenue F	Fort Madison	IA	52627-2913	319.372.7554
Pettit	Michael	340 W 5th St	Dubuque	IA	52001-6910	563.556.1342
Wheeler	Paul	2525 Kimberly Rd, Ste 2	Bettendorf	IA	52722-3538	563.888.1490
Aton	David	2525 Kimberly Rd, Ste 2	Bettendorf	IA	52722-3538	563.888.1490
Phelps	Russel	413 SW 5th Ave Ste 110, Ste 101	Meridian	ID	83642-8601	208.914.6595
Kovalek	John	1025 Shoshone St N, Ste 5	Twin Falls	ID	83301-6373	208.734.8909
Nguyen	Rachelle	120 E Lake St, Ste 210	Sandpoint	ID	83864-1366	845.462.1771
Karr	Aaron	412 E ParkCenter Blvd, Suite 209	Boise	ID	83706-6573	208.367.0233
Brannan	Virginia	412 E ParkCenter Blvd, Suite 209	Boise	ID	83706-6573	208.367.0233
Smith	Kevin	3295 W Elder St Ste 205, Ste 101	Boise	ID	83705-4762	208.938.4416
Mushen	Jeffrey	413 SW 5th Ave Ste 110	Meridian	ID	83642-8601	208.914.6595
Campbell	Clinton	4189 Pole Line Rd	Pocatello	ID	83202-2402	208.232.6594
Hamner	Matthew	4189 Pole Line Rd	Pocatello	ID	83202-2402	208.232.6594
Haydis	Deborah	900 Pier View Dr Ste 204	Idaho Falls	ID	83402-5288	208.528.6700
Overland	Gregory	900 Pier View Dr Ste 204	Idaho Falls	ID	83402-5288	208.528.6700
Thompson	Kent	900 Pier View Dr Ste 204	Idaho Falls	ID	83402-5288	208.528.6700
Constant	Athena	619 W Main St	St Charles	IL	60174-1772	630.584.4925
Harrison	Philip	28381 Davis Pkwy, Ste 703	Warrenville	IL	60555-3033	630.995.9836
Ketnritz	Victoria	28381 Davis Pkwy, Ste 703	Warrenville	IL	60555-3033	630.995.9836
Khoudari	Nicholas	16 N Ayer St	Harvard	IL	60033-2861	815.337.4210
Connolly	Elizabeth	619 W Main St	St Charles	IL	60174-1772	630.584.4925
Kreidt	Thomas	619 W Main St	St Charles	IL	60174-1772	630.584.4925
Torres	Donald	223 S Batavia Ave Ste 202	Batavia	IL	60510-3121	630.377.0804
Mazzotta	Vincent	28381 Davis Pkwy, Ste 703	Warrenville	IL	60555-3033	630.995.9836

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Last	First	Address	City	State	Zip Code	Bus Phone
Arlow	Louis	184 Shuman Blvd Ste 260	Naperville	IL	60563-8418	630.799.9310
Binkowski	Robert	28377 Davis Pkwy Ste 601	Warrenville	IL	60555-3031	630.225.4650
Hill	Gregory	619 W Main St	St Charles	IL	60174-1772	630.584.4925
Grad	Benjamin	28381 Davis Pkwy, Ste 703	Warrenville	IL	60555-3033	630.995.9836
Zaragoza Guerrero	Laura	15 Spinning Wheel Rd, Ste 217	Hinsdale	IL	60521-7669	630.457.1492
Wright	John	900 E Diehl Rd, Ste 141	Naperville	IL	60563-2391	630.873.2124
Padro	Manuel	107 S State St	Monticello	IL	61856-1968	866.882.7244
Finch	Lawrence	993 Clocktower Dr, Ste B	Springfield	IL	62704-1396	217.726.9917
Muir	Mark	993 Clocktower Dr, Ste B	Springfield	IL	62704-1396	217.726.9917
Willson	John	2020 Broadway St	Quincy	IL	62301-3224	217.222.3720
Ayers	Alan	700 S Grand Ave W	Springfield	IL	62704-3639	217.789.2974
Bowden	Travis	501 N Morton Ave	Morton	IL	61550-1526	309.266.7171
Webb	Breagan	409 S Prospect Rd Ste E	Bloomington	IL	61704-4581	309.828.9501
Shelton	Steven	2728 Linda Ln	Quincy	IL	62305-6446	217.222.2281
Collier	Jason	2416 E Washington St, Ste C-1	Bloomington	IL	61704-1612	309.662.2670
Foslid	Daniel	409 S Prospect Rd Ste E	Bloomington	IL	61704-4581	309.828.9501
Kell	Travis	510 North State Street	Litchfield	IL	62056-1568	217.324.3203
Griffin	Michael	2621 Montega Dr, Ste A	Springfield	IL	62704-7002	217.787.2435
Olson	Matthew	409 S Prospect Rd Ste E	Bloomington	IL	61704-4581	309.828.9501
Lott	Mark	124 S Lafayette St	Macomb	IL	61455-2230	309.864.6033
Holmes	Byron	2060 W Iles Ave Ste B	Springfield	IL	62704-4195	217.993.6430
Park	Roger	1051 Perimeter Dr Ste 810	Schaumburg	IL	60173-5057	847.619.0907
Aguayo	Larry	800 Hart Rd Ste 390	Barrington	IL	60010-2671	847.898.9901
Vant	Steven	1051 Perimeter Dr Ste 810	Schaumburg	IL	60173-5057	847.619.0907
Mc Andrew	Randy	1 Overlook Pt Ste 160, Ste 302	Lincolnshire	IL	60069-4326	847.847.2134
Cheng	George	1531 S Grove Ave Unit 203	Barrington	IL	60010-5251	847.898.9916
Kurtz	Curtis	800 Hart Rd Ste 390	Barrington	IL	60010-2671	847.898.9901
Cataldi	Christopher	3008 Rosewood Drive	Joliet	IL	60435-4972	815.730.6788
Quillope	Andrew	10261 W Lincoln Hwy	Frankfort	IL	60423-1279	815.469.7181
Mercier	James	19428 104th Ave	Mokena	IL	60448-1795	708.326.4718
Marumoto	Kevin	375 83rd St	Burr Ridge	IL	60527-7946	630.455.6090
Ellish	Jeffrey	24402 W Lockport St, Ste 221	Plainfield	IL	60544-4268	815.609.3525
Sulzer	Todd	6435 Main St Ste 160	Woodridge	IL	60517-1298	630.487.2484
Landers	Craig	1056 Lincoln Dr, Ste 103	Manteno	IL	60950	815.932.3340
Ehlers	Kevin	310 N Convent St, Ste 1	Bourbonnais	IL	60914-2176	815.933.4494
Johnston	Kenneth	10237 W Lincoln Hwy	Frankfort	IL	60423-1279	815.464.2929
Monson	Brian	20646 Abbey Woods Ct N, Ste 106	Frankfort	IL	60423-3174	815.806.9540
Christensen	Trenton	9200 W 191st St, Ste 7	Mokena	IL	60448-8730	708.432.7377
Buczowski	Gary	15030 S Ravinia Ave, Ste 39	Orland Park	IL	60462-3173	708.349.1001
Abney	Brent	862 Center Ct, Unit D	Shorewood	IL	60404-8537	815.773.1003
Ford	Darren	10339 W Lincoln Hwy	Frankfort	IL	60423-1280	815.953.5970
Hymel	Nicholas	34 Uno Circle	Joliet	IL	60435-6632	815.717.6323
Hanson	Renee	1901 N Roselle Rd Ste 650	Schaumburg	IL	60195-3184	847.592.5300
Kramer	Sandra	3013 N Ashland Ave, Ste 1	Chicago	IL	60657-3086	773.880.5900
Leinbach	Brian	215 W Elm St, Ste 204	Sycamore	IL	60178-1862	815.991.9570
Moore	William	1375 E Woodfield Rd Ste 750	Schaumburg	IL	60173-6012	630.351.5301
Adams	Robert	1901 N Roselle Rd Ste 650	Schaumburg	IL	60195-3184	847.592.5300
Ginter	Ronald	1375 E Woodfield Rd Ste 750	Schaumburg	IL	60173-6012	630.351.5301
Martinez	Rick	1901 N Roselle Rd Ste 650	Schaumburg	IL	60195-3184	630.351.8733
Espinoza	Rene	111 E Schaumburg Rd	Schaumburg	IL	60194-3518	847.584.0111
Vukonich	Michael	1901 N Roselle Rd Ste 650	Schaumburg	IL	60195-3184	847.592.5300
Dobbins	Brian	111 E Schaumburg Rd	Schaumburg	IL	60194-3518	847.584.0111
Lickteig	Trent	36 North McLean Blvd	Elgin	IL	60123-6050	847.531.8693
Ayala	Jason	1288 N Lakeview Dr	Palatine	IL	60067-2098	847.776.8696
Merendino	John	400 Skokie Blvd Ste 850	Northbrook	IL	60062-7922	847.764.8000
Wagner	Fred	760 Village Center Dr Ste 210	Burr Ridge	IL	60527-4508	708.372.2661
Arrington	Yolanda	760 Village Center Dr Ste 210, Ste 100	Burr Ridge	IL	60527-4508	708.372.2661
Haugland	Mason	760 Village Center Dr Ste 210	Burr Ridge	IL	60527-4508	708.372.2661
Allen	Charles	760 Village Center Dr Ste 210	Burr Ridge	IL	60527-4508	708.372.2661
Rettke	James	1375 E Woodfield Rd Ste 750	Schaumburg	IL	60173-6012	630.351.5301
Gregor	Dennis	10229 Vine St	Huntley	IL	60142-9531	815.451.2664
Kenison	Katherine	474 Division Drive Unit A	Sugar Grove	IL	60554-5120	331.229.4037
Mac Lean	Matthew	200 East Randolph Ste 5100	Chicago	IL	60601-6528	312.235.3216
Parfet	Mark	801 S West St, Ste 111	Olney	IL	62450-1334	618.392.2288
Gassmann	Gary	56 E Crystal Lake Ave	Crystal Lake	IL	60014-6137	815.477.5510
Palacios	Charles	2400 Ravine Way, Ste 100	Glenview	IL	60025-7653	847.486.9700
Reese	John	1600 Golf Rd, Ste 1200	Rolling Meadows	IL	60008-4229	877.362.3612
Putzenreuter	Todd	1 Northfield Plz Ste 480	Northfield	IL	60093-1219	847.272.3370
Kaprelian	Karekin	1 Northfield Plz Ste 480	Northfield	IL	60093-1219	847.272.3370
Harnden	Stephen	5101 Washington St Ste 2L	Gurnee	IL	60031-2987	847.244.8400
Schwartz	Charles	1729 4th St	Peru	IL	61354-3322	815.223.3464
Thomas	Aaron	1761 S Naperville Rd Ste 100	Wheaton	IL	60189-5846	630.871.1110
Kitamura	Jeremy	1860 W Winchester Rd, Ste 104	Libertyville	IL	60048-5312	847.549.7300
Stauffer	Chad	521 Devonshire Ln, Ste B	Crystal Lake	IL	60014-7564	815.477.5507

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## EXHIBIT J INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Golden	Kevin	1900 E Golf Rd, Ste 1255	Schaumburg	IL	60173-5834	847.518.1555
Dwight	Stanton	1000 Skokie Blvd Ste 550	Wilmette	IL	60091-1187	224.406.6742
Keahon	Michael	56 E Crystal Lake Ave	Crystal Lake	IL	60014-6137	815.477.5510
Siegel	Paul	1 Northfield Plz Ste 480	Northfield	IL	60093-1219	847.272.3370
Schmidt	Bennie	1761 S Naperville Rd Ste 100	Wheaton	IL	60189-5846	630.871.1110
Freiwald	Jason	2 Pierce Place Ste 1700	Itasca	IL	60143-3124	847.605.0605
Lentini	John	2650 Quail Ln	Northbrook	IL	60062-7627	847.715.9488
George	Edward	89 Lincolnwood Rd, Ste 103	Highland Park	IL	60035-5229	847.266.3717
Grinney	Catherine	1 Oakbrook Terrace, Suite 700	Oakbrook Terrace	IL	60181-4474	708.342.2639
Liljegren	Ryan	1 Tower Ln Ste 2160	Oakbrook Terrace	IL	60181-4676	708.342.2639
Anton	Michael	2023 Vadialabene Dr, Ste 355	Maryville	IL	62062-5630	618.205.8579
Spach	James	2560 Mascoutah Avenue	Belleville	IL	62220-3468	618.233.1198
Vanderploeg	David	2805 Butterfield Rd Ste 110	Oak Brook	IL	60523-1169	773.864.8732
Horvath	John	1011 Warrenville Road, Suite 225	Lisle	IL	60532-4006	877.353.8999
Johannsen	Suzanne	6 Dunlap Ct	Savoy	IL	61874-9501	217.352.0447
Johnson	Harry	6 Dunlap Ct	Savoy	IL	61874-9501	217.352.0447
Linde	Randall	807 S Commercial St	Harrisburg	IL	62946-2639	618.252.5595
Douglas	Darrell	921 Charleston Ave	Mattoon	IL	61938-4222	217.234.8136
Eversole	Eric	921 Charleston Ave	Mattoon	IL	61938-4222	217.234.8136
Quinn	Gregg	427 E State St	Geneva	IL	60134-2337	630.733.8333
Loughney	Scott	2323 Naperville Rd, Ste 150	Naperville	IL	60563-5607	630.430.1562
Edwards	Stephan	2323 Naperville Rd, Ste 140	Naperville	IL	60563-3540	630.955.0800
Martindale	Chad	2323 Naperville Rd, Ste 150	Naperville	IL	60563-5607	630.430.1562
Flynn	Adina	2323 Naperville Rd, Ste 140	Naperville	IL	60563-3540	630.955.0800
Gregory	Joshua	1 Lincoln Ctr Ste 1500, Ste 450	Oakbrook Terrace	IL	60181-4272	630.613.7102
Donaldson	Dale	1 Lincoln Ctr Ste 1500, Ste 450	Oakbrook Terrace	IL	60181-4272	630.613.7102
Terrill	William	1 Lincoln Ctr Ste 1500	Oakbrook Terrace	IL	60181-4272	630.613.7102
Thomson	Shawn	3030 Warrenville Rd, Ste 420	Lisle	IL	60532-1000	331.249.4300
Dwyer	Erin	3030 Warrenville Rd, Ste 420	Lisle	IL	60532-1000	331.249.4300
Lyman	Kristin	3030 Warrenville Rd, Ste 420	Lisle	IL	60532-1000	331.249.4300
Brodsky	Matthew	939 W North Ave Ste 750, Ameriprise Financial Suite 712	Chicago	IL	60642-7142	312.646.5028
Horiuchi	Rick	939 W North Ave Ste 750, Ameriprise Financial Suite 712	Chicago	IL	60642-7142	312.646.5028
Buckmaster	Jared	939 W North Ave Ste 750, Ameriprise Financial Suite 712	Chicago	IL	60642-7142	312.646.5028
Hildebrandt	Mark	105 W Madison St, Ste 2100	Chicago	IL	60602-4649	312.786.4000
Ruediger	Daniel	303 E Wacker Dr Ste 1575	Chicago	IL	60601-5215	312.546.6070
Aaron	Stephen	303 E Wacker Dr Ste 1575	Chicago	IL	60601-5215	312.546.6070
Salt	Kristen	303 E Wacker Dr Ste 1575	Chicago	IL	60601-5215	312.546.6070
Brakel	Joshua	939 W North Ave Ste 750, Ameriprise Financial Suite 712	Chicago	IL	60642-7142	312.646.5028
Van Zante	Drake	400 N Michigan Ave, Ste 1010	Chicago	IL	60611-4164	312.807.1046
Hermann	Kodi	939 W North Ave Ste 750, Ameriprise Financial Suite 712	Chicago	IL	60642-7142	312.646.5028
Williams	Joseph	303 E Wacker Dr Ste 1575	Chicago	IL	60601-5215	312.546.6070
Fredrickson	Stacey	303 E Wacker Dr Ste 1575	Chicago	IL	60601-5215	312.546.6070
Laubach	Christopher	400 N Michigan Ave, Ste 1010	Chicago	IL	60611-4164	312.807.1046
Huckins	Howard	425 N Gilbert St, Suite D	Danville	IL	61832-5633	217.442.8067
Scott	Bradley	6320 N Sheridan Rd Ste C	Peoria	IL	61614-3053	309.681.7255
Puzik	Erika	209 West Pointe Dr, Ste C	Swansea	IL	62226-8310	618.355.7897
Perez	Anthony	7160 Argus Dr, Ste 102	Rockford	IL	61107-5809	815.399.3311
Hemann	Carolyn	7160 Argus Dr, Ste 102	Rockford	IL	61107-5809	815.399.3311
Ching	Jose	6870 Rote Rd, Ste 102	Rockford	IL	61107-2690	815.708.6112
Peterson	Doug	6068 Palo Verde Dr Ste 3	Rockford	IL	61114-8116	815.316.6460
Vo	Brian	11718 Main St	Roscoe	IL	61073-9566	815.525.3800
Boyce	Joel	7160 Argus Dr, Ste 101	Rockford	IL	61107-5809	815.316.1900
Segovia	Ruben	6067 Strathmoor Dr	Rockford	IL	61107-6631	815.308.0790
Gray	James	839 N Perryville Rd Ste 103, Ste 200	Rockford	IL	61107-6238	815.977.5999
Hockenmaier	Peter	6067 Strathmoor Dr	Rockford	IL	61107-6631	815.308.0790
Goldstein	Adam	7160 Argus Dr, Ste 101	Rockford	IL	61107-5809	815.316.1900
Koff	Richard	4 L Plaza, Suite 29	Galesburg	IL	61401-4556	309.342.8008
Charton	Edward	100 South State St	Geneseo	IL	61254-1348	309.945.1124
Correa	Eladio	100 South State St	Geneseo	IL	61254-1348	309.945.1124
Patel	Amit	117 E Main St	Morrison	IL	61270-2639	815.772.7243
Frederich	John	739 N Brinton Ave	Dixon	IL	61021-1609	815.285.4817
Roque	Gail	724 Green Blvd	Aurora	IN	47001-1506	812.655.9254
Chang	Vivian	724 Green Blvd	Aurora	IN	47001-1506	812.655.9254
Cameron	Lachlan	121 E Main St	Greensburg	IN	47240-2031	812.651.3026
Lin	Arthur	1508 Calumet Ave	Valparaiso	IN	46383-3125	219.462.6687
Tran	Duc	1401 E Greenwood Ave, Ste 400	Crown Point	IN	46307-4587	219.662.2779
Griffith	Meisha	1508 Calumet Ave	Valparaiso	IN	46383-3125	219.462.6687
Molinari	Lucianna	2300 Ramblewood Dr Ste D	Highland	IN	46322-3627	219.924.0956
Morishita	Robin	931 Ridge Rd Ste G	Munster	IN	46321-1756	708.756.3570
Okuda	Clifford	8945 N Meridian St Ste 200	Indianapolis	IN	46260-2389	317.208.2688
Bitanga	Louie	702 N Rogers St	Bloomington	IN	47404-3452	812.339.8513
Medina	Michelle	3925 River Crossing Pkwy, Ste 140	Indianapolis	IN	46240-2281	317.218.2639
Katsilometes	George	10333 N Meridian St, Ste 120	Carmel	IN	46290-1074	317.644.0575
Petersen	Steven	484 W Main St	Greenwood	IN	46142-3119	317.888.8220

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## EXHIBIT J

### INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Scannell	Erin	484 W Main St	Greenwood	IN	46142-3119	317.888.8220
Maas	Robert	2963 Erie Canal Rd	Terre Haute	IN	47802-3976	812.232.5822
Kallem	Kenneth	101 S East St	Greensburg	IN	47240-2043	812.222.1930
Hackmann	Shawn	515 Park Place Cir, Ste 300	Mishawaka	IN	46545-3585	574.243.2673
Serr	Adam	800 E Jefferson Blvd	South Bend	IN	46617-2905	574.277.7500
Murphy	Douglas	4440 Edison Lakes Pkwy, Ste 200	Mishawaka	IN	46545-1441	574.243.8096
Ostwald	Elizabeth	225 N Buffalo St	Warsaw	IN	46580-2753	574.269.3386
Harlan	Justin	4440 Edison Lakes Pkwy, Ste 200	Mishawaka	IN	46545-1441	574.243.8096
Hasnat	Sayed	4440 Edison Lakes Pkwy, Ste 200	Mishawaka	IN	46545-1441	574.243.8096
Larson	Gregg	6910 N Main St, Unit 37 Bldg 25 Ste A	Granger	IN	46530-8855	574.271.0257
Mc Kenzie	Marvin	6910 N Main St, Unit 37 Bldg 25 Ste A	Granger	IN	46530-8855	574.271.0257
Kinder	Roger	401 E Jefferson St, Ste 100	Plymouth	IN	46563-1827	574.936.2571
Sullivan	Ryan	4440 Edison Lakes Pkwy, Ste 200	Mishawaka	IN	46545-1441	574.243.8096
Faber	Adam	511 E Colfax Ave	South Bend	IN	46617-2715	574.234.0023
Hogan	Tyler	3340 Hickory Rd	Mishawaka	IN	46545-8803	574.247.7777
Winter	Jack	205 W Jefferson Blvd Ste 402	South Bend	IN	46601-1811	574.273.8680
Abramowicz	Steven	833 W Lincoln Hwy, Ste 118W	Schererville	IN	46375-1677	219.865.2277
Tolan	Kevin	1496 Pope Ct Ste 3	Chesterton	IN	46304-5303	219.226.0800
Tolan	Mark	425 Bank St	New Albany	IN	47150-3407	812.944.4461
Chiang	Duvan	3755 E 82nd St, Ste 40	Indianapolis	IN	46240-4000	317.288.5400
Kim	Judy	409 E Cook Rd Ste 300	Fort Wayne	IN	46825-3658	260.485.0403
Westlake	Stephen	4239 Flagstaff Cove	Fort Wayne	IN	46815-4418	260.469.9000
Grahl	Colin	1102 Chestnut Hills Pkwy, Ste 102	Fort Wayne	IN	46814-8728	260.271.1050
Glover	Bret	7517 Eagle Crest Blvd	Evansville	IN	47715-8151	812.477.5520
Beccari	Antonio	7517 Eagle Crest Blvd	Evansville	IN	47715-8151	812.477.5520
Martinez	Ramiro	8859 High Pointe Dr	Newburgh	IN	47630-7964	812.858.7526
Hannink	Bradley	4824 Lincoln Ave	Evansville	IN	47715-4110	812.426.3521
Tanuwijaya	Hendra	7517 Eagle Crest Blvd	Evansville	IN	47715-8151	812.477.5520
Werdel	Timothy	20 E Camp Ground Rd	Evansville	IN	47710-4496	812.858.7526
Barnhart	Blayne	421 Buntin St	Vincennes	IN	47591-2120	812.882.4030
Ferrell	Dana	915 E 4th St	Mount Vernon	IN	47620-2115	812.641.1499
Metz	David	901 S A Street	Richmond	IN	47374-5521	765.962.7393
Hall	Dorne	435 E Main St Ste 185	Greenwood	IN	46143-1456	317.497.3665
Davis	Mikeal	6249 S East St Ste H	Indianapolis	IN	46227-2089	317.889.9967
Korb	Albert	8900 Keystone Crossing, Ste 400	Indianapolis	IN	46240-2129	317.853.1100
Sutherland	Constance	8900 Keystone Crossing, Ste 400	Indianapolis	IN	46240-2129	317.853.1100
Clark	Andrew	8900 Keystone Crossing, Ste 400	Indianapolis	IN	46240-2129	317.853.1100
Deshaw	Levi	8900 Keystone Crossing, Ste 400	Indianapolis	IN	46240-2129	317.853.1100
Kalin	Kevin	8900 Keystone Crossing, Ste 400	Indianapolis	IN	46240-2129	317.853.1100
Jochim	Brandon	1110 S A St	Richmond	IN	47374-5526	765.966.2639
Marshall	Jeff	8900 Keystone Crossing, Ste 400	Indianapolis	IN	46240-2129	317.853.1100
Hall	Christopher	8900 Keystone Crossing, Ste 400	Indianapolis	IN	46240-2129	317.853.1100
Welle	Robert	8900 Keystone Crossing, Ste 400	Indianapolis	IN	46240-2129	317.853.1100
Steagall-cissell	Laura	8900 Keystone Crossing, Ste 400	Indianapolis	IN	46240-2129	317.853.1100
Downey	Shawn	8900 Keystone Crossing, Ste 400	Indianapolis	IN	46240-2129	317.853.1100
Pratt	Travis	8945 N Meridian St Ste 220	Indianapolis	IN	46260-5387	317.251.8910
Mueller	Chris	501 Stover Avenue	Indianapolis	IN	46227-1553	317.784.8551
Anderson	William	8900 Keystone Crossing, Ste 400	Indianapolis	IN	46240-2129	317.853.1100
Everett	Douglas	8900 Keystone Crossing, Ste 400	Indianapolis	IN	46240-2129	317.853.1100
Anderson	Charles	217 E Southway Blvd, Suite 105	Kokomo	IN	46902-3577	765.453.3648
Alvarez	Alberto	6226 Covington Rd, Moore Financial Center	Fort Wayne	IN	46804-7312	260.436.8884
Reid	Gail	5750 Coventry Ln, Ste 110	Fort Wayne	IN	46804-7166	260.432.3235
Hsu	Gina	5750 Coventry Ln, Ste 110	Fort Wayne	IN	46804-7166	260.432.3235
Avina	Paul	839 Main St Ste 100	Lafayette	IN	47901-1403	765.742.8300
La Zare	Kim	212 E 5th St	Jasper	IN	47546-3112	812.634.2400
Godinez	Jose	300 E 90th Dr	Merrillville	IN	46410-7188	219.736.8677
Baker	Gregory	11480 Broadway	Crown Point	IN	46307-7106	219.663.9860
Perez	Lucia	11480 Broadway	Crown Point	IN	46307-7106	219.663.9860
Tetmeir	Stephen	11480 Broadway	Crown Point	IN	46307-7106	219.663.9860
Syed	Naimuddin	11480 Broadway	Crown Point	IN	46307-7106	219.663.9860
Victorino	Vaughn	300 E 90th Dr	Merrillville	IN	46410-7188	219.736.8677
Aloiau	Alan	11480 Broadway	Crown Point	IN	46307-7106	219.663.9860
Robertson	Daniel	11480 Broadway	Crown Point	IN	46307-7106	219.663.9860
Adams	Chad	2900 E 96th St	Indianapolis	IN	46240-0018	317.818.9365
Murray	Stacia	2900 E 96th St	Indianapolis	IN	46240-0018	317.818.9365
Murakami	George	2900 E 96th St	Indianapolis	IN	46240-0018	317.818.9365
Kaneta	Wayne	2900 E 96th St	Indianapolis	IN	46240-0018	317.818.9365
Smiley	Sandra	601 S Kansas Ave	Topeka	KS	66603-3803	785.357.6125
Yee	Michael	601 S Kansas Ave	Topeka	KS	66603-3803	785.357.6125
Gum	Steven	3220 Mesa Way Ste D	Lawrence	KS	66049-2344	785.841.2985
Koike	Lincoln	3220 Mesa Way Ste D	Lawrence	KS	66049-2344	785.841.2985
Hamada	Gail	1319 Wakarusa Dr Ste B	Lawrence	KS	66049-3830	785.856.7111
Kondo	Ken	601 S Kansas Ave	Topeka	KS	66603-3803	785.357.6125
Iha	Brian	2505 Anderson Ave, Ste 102	Manhattan	KS	66502-2853	785.776.7002

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Last	First	Address	City	State	Zip Code	Bus Phone
Fujimoto	Eric	1105 E 30th St Ste A	Hays	KS	67601-2045	785.621.4522
Ikehara	Shirley	101 S Buckeye Avenue	Abilene	KS	67410-3055	785.263.0700
Garcia	Alika	10333 E 21st St N, Ste 402	Wichita	KS	67206-3546	316.858.1506
Shishido	Lisa	10333 E 21st St N, Ste 402	Wichita	KS	67206-3546	316.858.1506
Freire	Enock	2606 N Fleming St, Park Plaza Bldg	Garden City	KS	67846-3282	620.276.8025
Tepper	Cassidy	10333 E 21st St N, Ste 402	Wichita	KS	67206-3546	316.858.1506
Kim	Chrissy	10333 E 21st St N, Ste 402	Wichita	KS	67206-3546	316.858.1506
Yelverton	Larry	7829 E Rockhill St, Ste 202	Wichita	KS	67206-3920	316.925.5200
Murphy	Kevin	900 Massachusetts St, Ste 403	Lawrence	KS	66044-2868	785.841.4561
Mc Crocklin	Mark	328 West State St	Erie	KS	66733-1036	620.244.5213
Risher	James	2809 N Broadway St Ste D	Pittsburg	KS	66762-2684	620.308.6104
Fulcher	Gregory	10955 Lowell Ave Ste 420	Overland Park	KS	66210-2369	913.451.2605
Duwall	Ted	5700 W 112th St, Ste 130	Overland Park	KS	66211-1749	913.491.5400
Bacon	Richard	9820 Metcalf Ave Ste 130	Overland Park	KS	66212-6188	913.703.8735
Thomas	Trevor	5700 W 112th St, Ste 130	Overland Park	KS	66211-1749	913.239.8140
Landin	Luis	5700 W 112th St, Ste 130	Overland Park	KS	66211-1749	913.239.8140
Garrett	David	10955 Lowell Ave Ste 420	Overland Park	KS	66210-2369	913.451.2605
Baxter	Dylan	702 Commercial St, Ste 1B	Emporia	KS	66801-3091	620.343.7937
Essington	Stephen	5700 W 112th St, Ste 130	Overland Park	KS	66211-1749	913.491.5400
Michnovicz	Andrew	517 E 30th Ave Suite B1	Hutchinson	KS	67502-8444	620.500.5080
Frankowski	James	517 E 30th Ave Suite B1	Hutchinson	KS	67502-8444	620.500.5080
Quick	Bruce	223 S Main St, PO Box 1085	Mc Pherson	KS	67460-4843	620.504.5062
Penni	Samuel	8118 E Douglas Ave, Ste 105	Wichita	KS	67206-2364	316.685.5353
Young	Kristin	10500 E Berkeley Square Pkwy, Ste 240	Wichita	KS	67206-6822	316.440.5353
Rippey	Bill	107 S Main St	Lindsborg	KS	67456-2417	785.227.8700
Meyer	Thomas	203 NW 3rd St	Abilene	KS	67410-0457	785.263.0143
Walters	Gregory	8118 E Douglas Ave, Ste 101	Wichita	KS	67206-2364	316.440.8096
Kudrna	Ronald	8621 E 21st St N, Ste 130	Wichita	KS	67206-2992	316.630.8400
McDonald	John	7500 College Blvd Ste 561	Overland Park	KS	66210-4035	913.693.7314
Hoeflich	Michael	12700 Townepark Way, Ste 100	Louisville	KY	40243-2539	859.260.1820
Newcomb	Thom	295 N Hubbards Ln, Ste 204	Louisville	KY	40207-8230	502.894.9366
Williamson	Yumei	12700 Townepark Way, Ste 100	Louisville	KY	40243-2539	859.260.1820
Jacobi	Christopher	265 Regency Circle, Suite D	Lexington	KY	40503-2349	859.277.6589
Haley	Debra	12700 Townepark Way, Ste 100	Louisville	KY	40243-2539	859.260.1820
Dotterweich	Vincent	295 N Hubbards Ln, Ste 204	Louisville	KY	40207-8230	502.894.9366
Hanley	Robert	1000 Monarch St, Ste 250	Lexington	KY	40513-1945	859.260.1820
Heinrichs	Thomas	9405 Mill Brook Rd Ste 101	Louisville	KY	40223-5035	502.412.4050
Roper	Christopher	996 Wilkinson Trace, Ste A-3	Bowling Green	KY	42103-3408	270.782.9824
King	Noah	295 N Hubbards Ln, Ste 204	Louisville	KY	40207-8230	502.894.9366
Peacock	Drew	3805 Wyndsong Trail	Lexington	KY	40514-1162	859.971.1660
Carver	Jeremy	12910 Shelbyville Rd, Ste 250	Louisville	KY	40243-1594	502.489.5434
McKean	David	9710 Park Plaza Ave Ste 108	Louisville	KY	40241-2292	502.254.2050
Norman Fox	Lauren	9960 Corporate Campus Dr, Five Corporate Center Ste 3500	Louisville	KY	40223-4085	502.245.5266
Grinkmeyer	Charles	12910 Shelbyville Rd, Ste 250	Louisville	KY	40243-1594	502.489.5434
Henson	Jonathan	12910 Shelbyville Rd, Ste 250	Louisville	KY	40243-1594	502.489.5434
Clark	Tony	12910 Shelbyville Rd, Ste 250	Louisville	KY	40243-1594	502.489.5434
Hammond	Mindy	12910 Shelbyville Rd, Ste 250	Louisville	KY	40243-1594	502.489.5434
Windle	Ellis	421 Benjamin Ln, Ste 101	Louisville	KY	40222-4845	502.253.2961
Hartness	Phil	2708 New Hartford Rd	Owensboro	KY	42303-1317	270.684.8424
Horton	Brandon	238 2nd Street	Henderson	KY	42420-3138	270.827.8849
Simpson	Terry	17 S Main Street	Madisonville	KY	42431-2553	270.821.2044
Jackson	Theodore	236 N Elm St	Henderson	KY	42420-3133	270.827.1404
Randall	Carrie-beth	2708 New Hartford Rd	Owensboro	KY	42303-1317	270.684.8424
Hudson	Steven	2708 New Hartford Rd	Owensboro	KY	42303-1317	270.684.8424
Chesnut	Rob	13151 Magisterial Dr Ste 101-A	Louisville	KY	40223-4103	502.423.7073
Gaddis	Lisa	408 Blankenbaker Pkwy, Suite 100	Louisville	KY	40243-1896	502.489.6900
James	David	408 Blankenbaker Pkwy, Suite 100	Louisville	KY	40243-1896	502.489.6900
Garrett	Stephen	408 Blankenbaker Pkwy, Suite 100	Louisville	KY	40243-1896	502.489.6900
Medori	Anne	408 Blankenbaker Pkwy, Suite 100	Louisville	KY	40243-1896	502.489.6900
Howard	Lewis	5311 KY Route 321 Ste 2	Prestonsburg	KY	41653	606.886.7829
Roberts	David	250 W Main St Ste 2530	Lexington	KY	40507-1757	859.286.5554
Mac Kenzie	Robert	1349 Bardstown Rd	Louisville	KY	40204-1270	502.365.4600
Morris	Daniel	12309 Warner Dr	Goshen	KY	40026-9430	502.302.6096
Byars	Mark	7430 US Highway 42, Ste 101	Florence	KY	41042-1991	859.795.1233
Lee IV	James	7430 US Highway 42, Ste 101	Florence	KY	41042-1991	859.795.1233
Miller	William	130 Dudley Pike, Ste 250	Edgewood	KY	41017-4312	859.838.4400
Evans	Jack	740 Centre View Blvd Fl 5	Crestview Hills	KY	41017-5434	859.341.1841
Morrison	Judson	7430 US Highway 42, Ste 101	Florence	KY	41042-1991	859.795.1233
Hughes	John	670 Albarmarle Dr Ste 401	Shreveport	LA	71106-5946	318.212.2673
Ryder	Jennifer	738 N Ashley Rdg Loop	Shreveport	LA	71106-7209	318.861.3521
Johnson	Forrest	738 N Ashley Rdg Loop	Shreveport	LA	71106-7209	318.861.3521
Horan	David	7907 Wrenwood Blvd, Ste A	Baton Rouge	LA	70809-7712	225.215.3653
Holman	Gerald	1124 S Burnside Ave, Ste 100B	Gonzales	LA	70737-4249	225.644.5001
Ghingher	David	132 Rue Colette Ste A	Thibodaux	LA	70301-5628	985.446.1159

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## EXHIBIT J

### INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Faucher	William	132 Rue Colette Ste A	Thibodaux	LA	70301-5628	985.446.1968
Peterson	Anne	645 Lotus Dr N, Ste B	Mandeville	LA	70471-3304	985.626.7526
Regina	Ann	2955 Ridgelake Dr, Ste 103	Metairie	LA	70002-4947	504.837.7989
Lewis	Albert	645 Lotus Dr N, Ste B	Mandeville	LA	70471-3304	985.626.7526
Rettig	Joseph	645 Lotus Dr N, Ste B	Mandeville	LA	70471-3304	985.626.7526
Prue	Mark	1003 W Thomas St, Suite 2	Hammond	LA	70401-3065	985.429.7355
Nast	Christopher	4501 W Napoleon Ave, Ste 110	Metairie	LA	70001-2491	504.887.9355
Berg	Bradley	6719 Perkins Rd	Baton Rouge	LA	70808-4297	225.215.3200
Shankwitz	Joseph	6719 Perkins Rd	Baton Rouge	LA	70808-4297	225.215.3200
Johnson	Ashley	6719 Perkins Rd	Baton Rouge	LA	70808-4297	225.215.3200
Soule	Collin	8200 Village Plaza Ct, Ste 3B	Baton Rouge	LA	70810-3856	225.766.5665
Thompson	David	119 Village St, Ste C	Slidell	LA	70458-5301	985.649.4732
Jones	Geoffrey	8201 Village Plaza Court, Ste 2b	Baton Rouge	LA	70810	225.766.5665
Schoeppler	Brandon	3939 N Causeway Blvd, Ste 401	Metairie	LA	70002-1777	504.889.1704
Donoghue	James	122 W Pine St Ste D	Ponchatoula	LA	70454-3309	985.370.1723
ECKLUND	Darcy	1 Galleria Blvd Ste 2121	Metairie	LA	70001-7501	504.322.2975
Miller	Jennifer	1 Galleria Blvd, Ste 1620	Metairie	LA	70001-2082	504.837.1720
Nguyen	Vinh	1 Galleria Blvd Ste 2121	Metairie	LA	70001-7501	504.322.2975
Johnson	Gordon	650 Poydras St, Ste 1417	New Orleans	LA	70130-6116	504.400.1488
Petty	Andrew	3351 Severn Ave, Ste 104	Metairie	LA	70002-7408	504.831.0515
West	James	1 Galleria Blvd, Ste 1111	Metairie	LA	70001-7536	504.837.6541
Drone	Aaron	650 Poydras St, Ste 1413	New Orleans	LA	70130-6116	504.299.3413
Colbert	Chad	104 Campus Dr E, Ste 103	Destrehan	LA	70047-5207	985.718.1200
Marlowe	Sean	3351 Severn Ave, Ste 304	Metairie	LA	70002-7408	504.846.5100
Cazaubon	Jeanine	3351 Severn Ave, Ste 104	Metairie	LA	70002-7408	504.831.0515
Stephens	Juanita	1 Galleria Blvd Ste 2121	Metairie	LA	70001-7501	504.322.2975
Romanac	Thomas	6105 Line Ave Ste 100	Shreveport	LA	71106-2082	318.797.2995
Shahnavaz	Alireza	9270 Siegen Ln, Bldg 901	Baton Rouge	LA	70810-0938	225.810.4955
Lovitz	Tracey	3909 Ambassador Caffery Pkwy, Ste I	Lafayette	LA	70503-5280	337.216.9263
Marshall	Mark	37283 Swamp Rd Ste 501	Prairieville	LA	70769-3329	225.744.4482
Herran	Alberto	1500 Lobdell Ave Ste A	Baton Rouge	LA	70806-8280	225.448.1091
Macaluso	Troy	3909 Ambassador Caffery Pkwy, Ste I	Lafayette	LA	70503-5280	337.216.9263
Mc Lean	James	9270 Siegen Ln, Bldg 901	Baton Rouge	LA	70810-0938	225.810.4955
Merenda	Steven	4610 Bluebonnet Blvd Ste A	Baton Rouge	LA	70809-9652	225.442.3800
Kennedy	Kerry	1921 Kaliste Saloom Rd, Ste 202A	Lafayette	LA	70508-6182	337.247.9750
Lambert	Marla	6425 Youree Dr Ste 240	Shreveport	LA	71105-4600	318.562.3004
Mazo	Richard	1440 E Bridge St	Breaux Bridge	LA	70517-3406	304.704.7956
Bertizlian	Bassem	734 Longmeadow St Ste 306	Longmeadow	MA	01106-2245	413.322.8250
Fraher	Michael	400 TradeCenter, Ste 5900	Woburn	MA	01801-7471	781.569.5899
Guill	Thomas	59 Interstate Dr, Ste 4	W Springfield	MA	01089-5100	413.737.9600
Guarino	Michael	400 TradeCenter, Ste 5900	Woburn	MA	01801-7471	781.569.5899
Pinchal	Tara	200 Silver St Unit 215	Agawam	MA	01001-3067	413.848.4220
Duncan	William	75 Post Office Park, Ste 5	Wilbraham	MA	01095-1188	413.599.1775
Ronca	Brandon	75 Post Office Park, Ste 5	Wilbraham	MA	01095-1188	413.599.1775
Prewitt	Kristen	196 Pleasant St Ste 202	Northampton	MA	01060-5000	413.727.3895
Stewart	Bryan	196 Pleasant St Ste 202	Northampton	MA	01060-5000	413.727.3895
D'Andrea	Christopher	551 Newton St	South Hadley	MA	01075-2037	413.540.0196
Harvey	Karen	38 Mahaiwe St Ste 2	Great Barrington	MA	01230-1996	413.717.4147
Boucher	Derek	59 Interstate Dr, Ste 4	W Springfield	MA	01089-5100	413.737.9600
Roslonowski	Scott	196 Pleasant St Ste 202	Northampton	MA	01060-5000	413.727.3895
Flammio-Watson	Leasha	226 Russell St Ste A	Hadley	MA	01035-9485	413.376.4290
Lipscomb	Michael	226 Russell St Ste A	Hadley	MA	01035-9485	413.376.4290
LaFlamme	Mark	173 Water St Ste 1	Williamstown	MA	01267-2888	413.884.6349
Cebert	Dale	775 Quaker Hwy	Uxbridge	MA	01569-2283	508.779.7787
Stewart	Kimberly	400 TradeCenter, Ste 5900	Woburn	MA	01801	781.569.5055
Shier	Todd	175 Andover St, Ste 304	Danvers	MA	01923-1443	978.777.8353
Donner	Edward	80 Washington St Ste D24	Norwell	MA	02061-1748	617.691.2112
Melo	John	2 Summer Street, Suite 17	Natick	MA	01760-4529	508.655.6066
Romaine	Mary	661 Washington St, Ste 203	Norwood	MA	02062-3529	781.762.3521
Umansky	Alex	4 Central St, PO Box 347	Foxborough	MA	02035-2425	508.543.7197
Farnham	Michael	80 Washington St Ste D24	Norwell	MA	02061-1748	617.691.2112
Puttick	Lisa	529 Main St Ste P200	Charlestown	MA	02129-1125	617.337.3239
Higginbotham	John	431 Country Club Way Ste 2	Kingston	MA	02364-4108	508.833.1359
Smith	Christopher	161 Worcester Rd, Ste 200	Framingham	MA	01701-5300	508.820.2997
Kasturi	Saroj	40 Washington St Ste 250	Wellesley	MA	02481-1807	781.591.7930
Nash	Jennifer	33 Bedford St 2nd Flr	Concord	MA	01742-1874	914.373.6876
Forte	Linda	10 City Sq, 4th Floor	Charlestown	MA	02129-3740	617.580.4186
Parkin	Stephen	1681 Washington St	Braintree	MA	02184-7948	781.849.9939
Stone	Catherine	700 W Center St Ste 10	West Bridgewater	MA	02379-1525	781.618.4804
Clayton	Charlene	175 Derby St Ste 16	Hingham	MA	02043-4047	781.301.6131
Fertenbaugh	Craig	22 Depot St Ste 2	Duxbury	MA	02332-4466	781.878.5105
Goodrich	Thomas	700 W Center St Ste 10	West Bridgewater	MA	02379-1525	781.618.4804
Santiago	Abigail	2 Summer Street, Suite 17	Natick	MA	01760-4529	508.655.6066
Meyer	Wendy	2 Electronics Ave, Ste 36	Danvers	MA	01923-1071	978.646.0026

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Last	First	Address	City	State	Zip Code	Bus Phone
Castro	Margo	10 City Sq, 4th Floor	Charlestown	MA	02129-3740	617.580.4186
Winter	Keith	100 Grandview Rd, Ste 322	Braintree	MA	02184-2691	781.356.2086
Marracello	Michael	792 S Main St Ste 105	Mansfield	MA	02048-3137	508.452.0012
Thompson	Gary	840 Main Street, Ste 106	Millis	MA	02054-1542	508.376.8161
Mullins	Wesley	30 Man Mar Dr, Ste 14 & Ste 9	Plainville	MA	02762-2271	508.695.2336
Bergstrom	Richard	869 Main Street, Suite 6	Walpole	MA	02081-2985	508.660.2332
Ferreira	Michael	80 Washington St Ste E11	Norwell	MA	02061-1729	781.792.0020
Pappas	Harry	127 Main St, Ste 8	Boston	MA	02129-3543	617.242.4436
Haugen	James	175 Derby St Ste 16	Hingham	MA	02043-4047	781.301.6131
Hill	Jon	80 Washington St Ste E11	Norwell	MA	02061-1729	781.792.0020
Flynn	Brandon	60 William Street, Suite 140	Wellesley	MA	02481-3810	781.943.3823
Funderburke	Paula	1681 Washington St	Braintree	MA	02184-7948	781.849.9939
Lewkowitz	Sharon	1266 Furnace Brook Pkwy, Unit 210	Quincy	MA	02169-4785	617.481.1568
LaRocco	Kari	90 Route 6A, Unit 4B	Sandwich	MA	02563-5301	508.888.2242
Rowe	Joseph	41 Taunton Grn Ste 101	Taunton	MA	02780-3252	508.869.5012
Becatti	Lance	683 Main St Ste 7	Norwell	MA	02061-2346	585.704.6101
Coloton	Susan	175 Derby St Ste 16	Hingham	MA	02043-4047	781.301.6131
Silva	Lauren	273 Winter Street, Suite 1	Hanover	MA	02339-2500	781.826.4446
Ewing	Elijah	1700 W Park Dr Ste 100	Westborough	MA	01581-3968	508.481.5507
Burbano	Cheryl	704 Route 6A	Yarmouth port	MA	02675-2000	508.362.1008
Tiner	Karen	20 Walnut St, Ste 318	Wellesley	MA	02481-2104	781.237.0416
Osgood	Jennifer	74 W Central St, Carriage House 2nd Floor	Natick	MA	01760-4335	781.453.9600
Oldano	Ronald	11 Cape Dr Ste 7	Mashpee	MA	02649-3046	508.316.0852
Charboneau	Scott	7 Dartmouth St	Danvers	MA	01923-1711	978.777.9261
Schneider	Raoul	201 Boston Post Rd West, Ste 401	Marlborough	MA	01752-4611	508.229.7767
Carboni	Michael	68 Park St Ste 5	Andover	MA	01810-3681	978.409.1875
Scott	Doreen	1 Lumber St Ste 204	Hopkinton	MA	01748-2303	508.435.0199
Stoner	Richard	20 Walnut St, Ste 318	Wellesley	MA	02481-2104	781.237.0416
Whitmore	Andrew	20 Walnut St, Ste 318	Wellesley	MA	02481-2104	781.237.0416
Linkner	Gregory	13 Branch St Ste 208A	Methuen	MA	01844-1900	978.664.1444
White	Robert	308 W Central St Ste C	Franklin	MA	02038-2167	508.528.9880
Powell	Cedric	20 Walnut St, Ste 318	Wellesley	MA	02481-2104	781.237.0416
Nardella	Jason	162 Washington Ave	Needham	MA	02492-3655	781.449.3797
Butcher	James	350 Park St Ste 108	North Reading	MA	01864-3220	978.664.1861
Tapia	Oscar	1 Lumber St Ste 204	Hopkinton	MA	01748-2303	508.435.0199
Grotlich	George	25 Main St	Hopkinton	MA	01748-1213	508.521.6000
Leute	James	266 Main St, Ste 6B	Medfield	MA	02052-2018	508.242.9556
Reynolds	John	1 Lumber St Ste 204	Hopkinton	MA	01748-2303	508.435.0199
Demarais	Scott	85 Main St Ste 102	Hopkinton	MA	01748-1156	802.310.7117
Leopizzi	Anthony	303 Wyman St, Ste 290	Waltham	MA	02451-1208	781.996.3026
Hornung	Timothy	11 Water St, Ste 2A	Arlington	MA	02476-4814	781.641.1783
Veeneman	Robert	11 Water St, Ste 2A	Arlington	MA	02476-4814	781.641.1783
Hoffmeister	Jay	11 Water St, Ste 2A	Arlington	MA	02476-4814	781.641.1783
Verma	Ajay	25 Recreation Park Drive, Suite 210	Hingham	MA	02043-4255	413.575.6911
Planes	Frank	546 Tremont Street	Boston	MA	02116-6314	617.426.3416
Conti	Scott	303 Wyman St, Ste 290	Waltham	MA	02451-1208	781.996.3026
Strykowski	Philip	11 Water St, Ste 2A	Arlington	MA	02476-4814	781.641.1783
Zarlenga	Joseph	229 Billerica Road, 2nd Floor	Chelmsford	MA	01824-3632	978.250.0993
Solis	Roger	11 Water St, Ste 2A	Arlington	MA	02476-4814	781.641.1783
Kreuziger	Michael	6 Rock Hill Place	Methuen	MA	01844-2680	978.682.8384
La Bree	Joseph	303 Wyman St, Ste 290	Waltham	MA	02451-1208	781.996.3026
Rehbein	Laura	10 New England Bus Ctr Dr, Ste 109	Andover	MA	01810-1024	978.269.6344
Cerritelli	Robert	10 New England Bus Ctr Dr, Ste 109	Andover	MA	01810-1024	978.269.6344
Stahl	Michele	48 Mount Vernon St Ste 300	Winchester	MA	01890-2723	781.604.3001
Edwards	Graham	11 Water St, Ste 2A	Arlington	MA	02476-4814	781.641.1783
Butler	Kathleen	10 New England Bus Ctr Dr, Ste 109	Andover	MA	01810-1024	978.269.6344
Megibow	Brian	18 Shipyard Dr Unit 2A	Hingham	MA	02043-1670	617.367.1120
Ardolino	Peter	48 Mount Vernon St Ste 300	Winchester	MA	01890-2723	781.604.3001
Nicolosi	John	18 Shipyard Dr Unit 2A	Hingham	MA	02043-1670	617.367.1120
Whaley	David	25 Recreation Park Drive, Suite 210	Hingham	MA	02043-4255	413.575.6911
Tabachnick	Amanda	30 Nagog Park Ste 202	Acton	MA	01720-3438	978.577.6191
Sanders	Scott	11 Water St, Ste 2A	Arlington	MA	02476-4814	781.641.1783
Miller	James	15 Caswell Ln Ste 1	Plymouth	MA	02360-4063	508.830.4641
Misenheimer Pelot	Sandy	20 Cabot Blvd Suite 300	Mansfield	MA	02048-1158	508.618.1327
Cagnassola	Mark	1782 Main St, PO Box 574	Athol	MA	01331-0574	781.249.4322
Huntley	Thomas	255 Park Ave, Ste 906	Worcester	MA	01609-1984	508.796.0088
Ellisor	James	255 Park Ave, Ste 906	Worcester	MA	01609-1984	508.796.0088
Fox	David	415 Boston Tpke, Ste 200	Shrewsbury	MA	01545-3414	508.842.3013
Trainor	Joseph	324 Grove St	Worcester	MA	01605-3936	508.796.0027
McKanna	Kevin	255 Park Ave, Ste 906	Worcester	MA	01609-1984	508.796.0088
Smith	Bonnie	126 Etonian Pkwy	Fitchburg	MA	01420-1560	978.342.2931
Kalb	Charles	324 Grove St	Worcester	MA	01605-3936	508.796.0027
Ade	William	113 Main St, Ste 3	Sturbridge	MA	01566-1280	774.304.1501
Schaffer	Russell	324 Grove St RM 208	Worcester	MA	01605-3936	508.796.0018

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Last	First	Address	City	State	Zip Code	Bus Phone
Haag	Mark	5 Mount Royal Ave, Ste 180	Marlborough	MA	01752-1900	508.481.0895
O'Connor	Robert	1349 Springfield St	Feeding Hills	MA	01030-2118	413.821.9380
Esiobu	Chikezie	48 Federal St	Greenfield	MA	01301-2536	413.772.0882
Kass	Irina	94 N Elm St, Ste 304	Westfield	MA	01085-1641	413.572.1114
Galaini	Mark	1349 Springfield St	Feeding Hills	MA	01030-2118	413.821.9380
Woolley	Randall	21 Henry Ave, Ste 2	Pittsfield	MA	01201-6722	413.499.7069
D'Augelli	Richard	130 College Street Ste 202	South Hadley	MA	01075-1534	413.540.0377
Stewart	C	80 Maple Ave, Ste 6	Great Barrington	MA	01230-1939	413.644.3270
Darress	Amanda	48 Federal St	Greenfield	MA	01301-2536	413.772.0882
Piotrowski	Thais	200 N Main St, Ste 1202	East Longmeadow	MA	01028-2399	413.525.7025
Miller	Scott	200 N Main St, Ste 1202	East Longmeadow	MA	01028-2399	413.525.7025
Terzakis	John	47 George Ryder Rd, PO Box 602	Chatham	MA	02633-0602	508.945.8700
Ledbetter	Jefferson	260 Boston Post Rd, Suite 6B	Wayland	MA	01778-1889	508.276.1263
Chernow	Bret	260 Boston Post Rd, Suite 6B	Wayland	MA	01778-1889	508.276.1263
Shalek	Gordon	10 Cedar St Ste 33	Woburn	MA	01801-6365	781.938.9911
Bernstein	Richard	60 Walnut St, Ste 4	Wellesley	MA	02481-2103	617.470.3366
Boyle	Kelly	501 Providence Hwy	Norwood	MA	02062-4954	781.349.8440
Adelson	Steven	501 Providence Hwy	Norwood	MA	02062-4954	781.349.8440
Torres	Francisco	175 Andover St, Ste 201	Danvers	MA	01923-1443	978.777.6500
Menniti	Vincent	175 Andover St, Ste 201	Danvers	MA	01923-1443	978.777.6500
Colella	Guy	22 S Main St, Ste 1	Topsfield	MA	01983-1835	978.887.8838
Greenwald	Jeffrey	175 Andover St, Ste 201	Danvers	MA	01923-1443	978.777.6500
Enriquez	William	175 Andover St, Ste 201	Danvers	MA	01923-1443	978.777.6500
Mandart	Tracy	175 Andover St, Ste 201	Danvers	MA	01923-1443	978.777.6500
Horowitz	Jay	401 Edgewater Pl, Ste 110	Wakefield	MA	01880-6210	617.275.2641
Onkst	Regina	175 Andover St, Ste 201	Danvers	MA	01923-1443	978.777.6500
Williams	Michael	401 Edgewater Pl, Ste 110	Wakefield	MA	01880-6210	617.275.2641
Cassandra	John	40 Tioga Way Suite 260	Marblehead	MA	01945-5501	617.331.9944
Brosius	Barry	175 Andover St, Ste 201	Danvers	MA	01923-1443	978.777.6500
Phillippeaux	James	99 Derby St Ste 301	Hingham	MA	02043-4216	781.740.1288
Oprandi	Roger	99 Derby St Ste 301	Hingham	MA	02043-4216	781.740.1288
Quinones	Javier	175 Derby St, Unit 1	Hingham	MA	02043-4035	781.749.7747
Diaz	Summer	99 Derby St Ste 301	Hingham	MA	02043-4216	781.740.1288
Horvath	Miguel	99 Derby St Ste 301	Hingham	MA	02043-4216	781.740.1288
Clark	Carroll	99 Derby St Ste 301	Hingham	MA	02043-4216	781.740.1288
William	Caeli	175 Derby St Ste 27	Hingham	MA	02043-4054	781.635.3804
Smith	Todd	175 Derby St Ste 27	Hingham	MA	02043-4054	781.635.3804
Hernando	Francisco	662 State Rd	North Dartmouth	MA	02747-1808	508.717.3245
Marandino	Mark	275 Martine St, Ste 302	Fall River	MA	02723-1500	508.837.6443
Lotker	Riette	275 Martine St, Ste 300	Fall River	MA	02723-1500	508.916.2480
Planck	Gregory	275 Martine St, Ste 302	Fall River	MA	02723-1500	508.837.6443
Blum	Jeffrey	1333 Main St Ste H, Ste 208	Walpole	MA	02081-1756	781.444.2727
Rousse	David	275 Martine St, Ste 302	Fall River	MA	02723-1500	508.837.6443
Bouchie	Charla	275 Martine St, Ste 300	Fall River	MA	02723-1500	508.916.2480
Rivas	Roberto	275 Martine St, Ste 302	Fall River	MA	02723-1500	508.837.6443
Billings	Steven	271 Waverly Oaks Rd, Ste 200	Waltham	MA	02452-8475	617.715.9890
Brown	Joseph	230 2nd Ave Ste 120	Waltham	MA	02451-1124	781.622.9900
Bernard	Leonard	275 Grove St, Ste 1W-305	Auburndale	MA	02466-2272	617.500.4957
Hunt	Chad	275 Grove St, Ste 1W-305	Auburndale	MA	02466-2272	617.500.4957
Palmer	Lee	450 Lexington St Ste 202	Auburndale	MA	02466-1921	617.500.4225
Cressend	Rufus	450 Lexington St Ste 202	Auburndale	MA	02466-1921	617.500.4225
Guettler	Brian	3 Allied Dr, Ste 303	Dedham	MA	02026-6148	781.742.7201
Thensted	Charles	76-78 Airline Rd, Unit C	South Dennis	MA	02660-2518	508.385.9100
Gin	John	800 Main Street, PO Box 931	Dennis	MA	02638-1904	508.385.3556
Lovecchio	Peter	1 Hollis St, Ste 450	Wellesley	MA	02482-4683	781.235.9952
Wadhwa	Kamal	100 Grandview Rd, Ste 210	Braintree	MA	02184-2692	781.817.6750
Alfonso	Gary	180 Paramount Dr, Ste 2	Raynham	MA	02767-1001	508.824.3655
Goudeau	Gray	180 Paramount Dr, Ste 2	Raynham	MA	02767-1001	508.824.3655
Schewe	Lisa	180 Paramount Dr, Ste 2	Raynham	MA	02767-1001	508.824.3655
Pfeffer	Michael	1244 Broadway Unit 5	Raynham	MA	02767-1973	781.828.8600
Sandman	Timothy	180 Paramount Dr, Ste 2	Raynham	MA	02767-1001	508.824.3655
Fallo	Andrew	6701 Democracy Blvd Ste 200	Bethesda	MD	20817-7516	301.320.1480
Leopold	Ralph	6701 Democracy Blvd Ste 200	Bethesda	MD	20817-7516	301.320.1480
Cato	Thomas	6701 Democracy Blvd Ste 200	Bethesda	MD	20817-7516	301.320.1480
Williford	John	6701 Democracy Blvd Ste 200	Bethesda	MD	20817-7516	301.320.1480
Levy	Peter	8601 Georgia Ave Ste 910	Silver Spring	MD	20910-3440	301.587.6700
Chastain	John	6701 Democracy Blvd Ste 200	Bethesda	MD	20817-7516	301.320.1480
Berg	Thomas	4800 Montgomery Ln Ste 620	Bethesda	MD	20814-3429	301.263.8507
Hoerlein	Richard	6701 Democracy Blvd Ste 200	Bethesda	MD	20817-7516	301.320.1480
Tabak	Mark	8601 Georgia Ave Ste 910	Silver Spring	MD	20910-3440	301.587.6700
Knowles	Steven	4800 Montgomery Ln Ste 620	Bethesda	MD	20814-3429	301.263.8507
Lapp	Philip	7315 Wisconsin Ave Ste 609E	Bethesda	MD	20814-3231	301.320.1474
Richardson	Howard	4800 Montgomery Ln Ste 620	Bethesda	MD	20814-3429	301.263.8507
Hibbett	Gary	6701 Democracy Blvd Ste 200	Bethesda	MD	20817-7516	301.320.1480

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## EXHIBIT J

### INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Taylor	Robert	7910 Woodmont Ave Ste 1214	Bethesda	MD	20814-7024	301.320.1462
Chemla	Jean Marc	4800 Montgomery Ln Ste 620	Bethesda	MD	20814-3429	301.263.8507
Keever	Bryan	6112 Oberlin Avenue	Glen Echo	MD	20812-1207	301.320.1342
Jones	Michael	6112 Oberlin Avenue	Glen Echo	MD	20812-1207	301.320.1342
Just	Kelly	6 Montgomery Village Ave, Ste 640	Gaithersburg	MD	20879-3516	301.320.1473
Dolansky	Mary	6701 Democracy Blvd Ste 200	Bethesda	MD	20817-7516	301.320.1480
Swain	Zachary	4800 Montgomery Ln Ste 620	Bethesda	MD	20814-3429	301.263.8507
Farber	Gregory	6115 Falls Rd Ste PH	Baltimore	MD	21209-2219	410.308.6108
Felker	Marshall	6115 Falls Rd Ste PH	Baltimore	MD	21209-2219	410.308.6108
Felker	Michael	6115 Falls Rd Ste PH	Baltimore	MD	21209-2219	410.308.6108
Mc Intyre Fields	Charla	2400 Research Blvd Ste 110	Rockville	MD	20850-3238	301.670.5505
Rein	Lisa	2324 N Zion Rd Ste 109	Salisbury	MD	21801-2572	410.860.1137
Tredway	Tyler	11350 McCormick Rd, Executive Plaza I Ste 500	Hunt Valley	MD	21031-1002	410.771.5522
Fahim	Art	211 Fulford Avenue	Bel Air	MD	21014-3813	410.838.7526
Scheffler	Leon	11350 McCormick Rd, Executive Plaza I Ste 500	Hunt Valley	MD	21031-1002	410.771.5522
Deiterman	Sharon	3312 Paper Mill Rd, Ste 101	Phoenix	MD	21131-1474	443.541.4665
Thane	John	11350 McCormick Rd, Executive Plaza I Ste 500	Hunt Valley	MD	21031-1002	410.771.5522
Graff	Joe	1122 Kenilworth Dr Ste 410	Towson	MD	21204-2624	410.583.1115
Adams	Justin	201 W Padonia Rd Ste 303	Timonium	MD	21093-2112	410.878.2488
Mortimore	Keith	3312 Paper Mill Rd, Ste 101	Phoenix	MD	21131-1474	443.541.4665
Peacock	William	3312 Paper Mill Rd, Ste 101	Phoenix	MD	21131-1474	443.541.4665
Bright	Steven	201 W Padonia Rd Ste 303	Timonium	MD	21093-2112	410.878.2488
Sabra	Michael	2205 York Rd Ste 16	Lutherville Timonium	MD	21093-3100	410.842.0717
Penick	Lee Ann	2600 Tower Oaks Boulevard, Suite 220	Rockville	MD	20852-4221	240.395.4420
Velasquez-Romero	Gloria	20768 Garrett Hwy, PO BOX 615	Oakland	MD	21550-7200	240.226.3800
Lee	Cheryl	6700 Alexander Bell Dr, Ste 200	Columbia	MD	21046-2105	443.873.1485
Johnson	Michael	3717 Decatur Avenue, Ste 2	Kensington	MD	20895-2148	301.949.6595
Elliott	Jennifer	300 Red Brook Blvd Ste 320	Owings Mills	MD	21117-5144	301.876.4925
Everly	William	6010 Executive Blvd, Ste 1000	Rockville	MD	20852-3809	301.284.8800
Montandon	Justin	8815 Ridge Rd	Bethesda	MD	20817-3235	800.884.5059
Tyer	M C	3717 Decatur Avenue, Ste 2	Kensington	MD	20895-2148	301.949.6595
Williams	John	9210 Corporate Blvd Ste 240	Rockville	MD	20850-6221	301.330.6630
Ross	Eric	403 Charles St, Ste 1A PO Box 1953	La Plata	MD	20646-3527	301.934.3420
Bailey	James	9210 Corporate Blvd Ste 240	Rockville	MD	20850-6221	301.330.6630
Carter	Stephen	101 Charles St Ste 106, PO Box 672	La Plata	MD	20646-0672	301.934.9219
Henry	George	4800 Montgomery Ln Ste 250	Bethesda	MD	20814-3429	301.320.1485
Reep	Walter	4800 Montgomery Ln Ste 250	Bethesda	MD	20814-3429	301.320.1485
Wood	Barry	4800 Montgomery Ln Ste 250	Bethesda	MD	20814-3429	301.320.1485
Palmer	James	1614 E Churchville Rd, Ste 101A	Bel Air	MD	21015-2050	410.638.6389
Miller	Scott	300 Red Brook Blvd Ste 320	Owings Mills	MD	21117-5144	301.876.4925
Burns	Lethe	5850 Waterloo Rd, Ste 200	Columbia	MD	21045-1999	410.997.3723
Franzago	Anthony	5550 Sterrett Pl, Ste 216	Columbia	MD	21044-2626	410.997.3723
Smith	Michael	3525 Ellicott Mills Dr, Ste H106	Ellicott City	MD	21043-4506	410.203.0100
Eisenmenger	Michael	11000 Riverview Rd	Fort Washington	MD	20744-5854	202.658.9286
Ford	Keith	10440 Little Patuxent Pkwy, Ste 300	Columbia	MD	21044-3648	410.884.4011
Rapp	Christopher	3300 N Ridge Rd Ste 340	Ellicott City	MD	21043-3473	410.480.4300
Stewart	Randy	5070 Dorsey Hall Dr, Ste 101	Ellicott City	MD	21042-7711	443.421.0076
Walters	Neil	9928 Old Ocean City Blvd, Ste 5	Berlin	MD	21811-1168	410.629.0947
Doyle	Theodore	1786 Generals Hwy	Annapolis	MD	21401-6483	800.573.1759
Callaway	James	531 Penny Lane	Cockeysville	MD	21030-2758	410.667.8953
Olivarez	Larry	130 Admiral Cochrane Dr, Ste 102	Annapolis	MD	21401-7368	443.782.4160
Heffernan	David	711 Bestgate Rd, Ste 201	Annapolis	MD	21401-2763	410.224.7583
Simmons	James	2014 S Tollgate Rd, Ste 202	Bel Air	MD	21015-5904	410.569.7050
Johnston	Marla	180 Admiral Cochrane Dr, Ste 550	Annapolis	MD	21401-8411	443.837.0017
Jeng	Christopher	180 Admiral Cochrane Dr, Ste 550	Annapolis	MD	21401-8411	443.837.0017
Medick	David	8825 Stanford Blvd Ste 200	Columbia	MD	21045-4757	410.715.2506
Palmer	Jason	877 Baltimore Annapolis Blvd, Ste 315	Severna Park	MD	21146-4712	410.975.9777
Lee	Charles	8825 Stanford Blvd Ste 200	Columbia	MD	21045-4757	410.715.2506
Rouquette	Zeph	1819 Bay Ridge Ave, Ste 260	Annapolis	MD	21403-2835	410.280.5554
Sherwood	Shane	877 Baltimore Annapolis Blvd, Ste 315	Severna Park	MD	21146-4712	410.975.9777
Harris	Shannon	180 Admiral Cochrane Dr, Ste 550	Annapolis	MD	21401-8411	443.837.0017
Horst	Stephen	8825 Stanford Blvd Ste 200	Columbia	MD	21045-4757	410.715.2506
Petty	Billie	1819 Bay Ridge Ave, Ste 260	Annapolis	MD	21403-2835	410.280.5554
Doyle	Terry	8825 Stanford Blvd Ste 200	Columbia	MD	21045-4757	410.715.2506
Carr	Matthew	6755 Business Pkwy, Ste 308	Elkridge	MD	21075-6740	410.729.9084
Vasso	Neal	8825 Stanford Blvd Ste 200	Columbia	MD	21045-4757	410.715.2506
Bellinghausen	Jeffrey	877 Baltimore Annapolis Blvd, Ste 315	Severna Park	MD	21146-4712	410.975.9777
Bloom	Todd	6755 Business Pkwy Ste 102	Elkridge	MD	21075-6856	410.916.5628
Mulloy	Scott	8825 Stanford Blvd Ste 200	Columbia	MD	21045-4757	410.715.2506
Ross	Andrew	877 Baltimore Annapolis Blvd, Ste 315	Severna Park	MD	21146-4712	410.975.9777
Jones	Stephen	10025 Governor Warfield Pkwy, Ste 209	Columbia	MD	21044-3330	410.740.8000
Strohmeier	Sandra	180 Admiral Cochrane Dr, Ste 550	Annapolis	MD	21401-8411	443.837.0017
Grahngquist	Gary	7711 Belle Point Drive	Greenbelt	MD	20770-3300	301.982.1206
Morton	Stefanie	180 Admiral Cochrane Dr, Ste 550	Annapolis	MD	21401-8411	443.837.0017

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Last	First	Address	City	State	Zip Code	Bus Phone
Harrison	Michael	9515 Deereco Rd, Ste 303	Timonium	MD	21093-2116	410.823.8933
Francis	Scott	877 Baltimore Annapolis Blvd, Ste 315	Severna Park	MD	21146-4712	410.975.9777
Weinstein	Eugene	2014 S Tollgate Rd, Ste 202	Bel Air	MD	21015-5904	410.569.7050
Butts	Stephen	8825 Stanford Blvd Ste 200	Columbia	MD	21045-4757	410.715.2506
Keeney	Travis	711 Bestgate Rd, Ste 201	Annapolis	MD	21401-2763	410.224.7583
Reed	Karl	1616 Forest Dr Ste 5	Annapolis	MD	21403-1019	410.627.8599
Bradford	Terry	150 Capitol St Ste 1, Ste 2	Augusta	ME	04330-6858	207.213.6007
Israel	Victor	409 Bath Rd	Brunswick	ME	04011-2633	207.729.0734
Riggs	David	10 Plaza Dr Ste 105	Scarborough	ME	04074-1801	207.289.1004
Buchanan	Cathy	105 Main Street, Suite 1	Bangor	ME	04401-6307	207.942.2367
Birney	Nathan	15 Sky View Dr Ste 102	Cumberland Foreside	ME	04110-1339	207.805.1111
Roberts	Jason	15 Sky View Dr Ste 102	Cumberland Foreside	ME	04110-1339	207.805.1111
Wilson	David	45 Forest Falls Dr, Ste B1	Yarmouth	ME	04096-6999	207.846.1175
Goebel	Randall	2 Skyline Drive, PO Box 119	Jay	ME	04239-0119	207.897.5117
Uddin	Jamal	45 Forest Falls Dr, Ste B1	Yarmouth	ME	04096-6999	207.846.1175
Zeller	Alfredo	Centervale Farm Ste 110, 200 US Route 1	Scarborough	ME	04074-6002	207.883.4200
Ward	Sharon	215 Foreside Rd	Falmouth	ME	04105-1726	207.899.2660
Uliva	Donna	60 S Chestnut St	Augusta	ME	04330-7224	207.213.6138
James	Chad	62 Portland Rd, Ste 8	Kennebunk	ME	04043-6650	207.985.6543
Kurka	George	5 Bradeen St, Ste 100	Springvale	ME	04083-1901	207.324.4560
Silva	Joseph	200 US Route 1 Ste 111	Scarborough	ME	04074-6002	207.289.1280
Pathak	Sanjay	5 Ward St	Scarborough	ME	04074-9520	207.883.4434
Judah	Russell	105 Main Street, Suite 1	Bangor	ME	04401-6307	207.942.2367
Koerner	Paul	45 Forest Falls Dr, Ste B1	Yarmouth	ME	04096-6999	207.846.1175
Janki	Sandy	10 Plaza Dr Ste 105	Scarborough	ME	04074-1801	207.289.1004
Caffey	Troy	2 Great Falls Plz Ste 6B-4	Auburn	ME	04210-5966	207.784.0700
Hensley	Anthony	24 Bayview Street Ste 2	Camden	ME	04843-2258	207.299.8925
Spiller	Arthur	23 Water St Ste 405 Key Plaza	Bangor	ME	04401-6395	207.307.7718
Weitzman	Sergio	27 Bowdoin St	Manchester	ME	04351-3554	207.466.3220
Burchett	Stephen	11 Main Street Ste 103	Fort Kent	ME	04743-1250	207.551.0904
Ponchak	Justin	5440 Corporate Dr Ste 205A, Ste 255	Troy	MI	48098-2646	248.244.8177
Strawn	Brian	5440 Corporate Dr Ste 205	Troy	MI	48098-2646	248.244.8177
Rohde	Michele	900 Wilshire Dr Ste 106	Troy	MI	48084-1634	248.509.0077
Whatley	Hulon	900 Wilshire Dr Ste 106	Troy	MI	48084-1634	248.509.0077
Shanks	Robert Kelly	2000 Town Ctr Ste 1900	Southfield	MI	48075-1152	248.233.0791
Travis	Richard	5440 Corporate Dr Ste 205A, Ste 255	Troy	MI	48098-2646	248.244.8177
Garofalo	Michael	20700 Civic Center Dr Ste 160	Southfield	MI	48076-4140	248.327.7497
Bingham	Ricky	900 Wilshire Dr Ste 106	Troy	MI	48084-1634	248.509.0077
Marcontell	Jennifer	545 N Main St, Ste 201	Milford	MI	48381-5110	248.685.2685
Ladner	Travis	2701 Troy Center Dr, Ste 291	Troy	MI	48084-4741	248.269.8000
Fiser	Ky	2701 Troy Center Dr, Ste 291	Troy	MI	48084-4741	248.269.8000
Thornal	Sam	2701 Troy Center Dr, Ste 291	Troy	MI	48084-4741	248.269.8000
Rojas	Kristian	390 Amelia Cir	South Lyon	MI	48178-8204	248.842.9997
Cannon	Mark	31700 Telegraph Rd Ste 220	Bingham Farms	MI	48025-3466	248.207.7273
Jones	Charles	28592 Orchard Lake Rd Ste 306	Farmington Hills	MI	48334-2903	734.761.7000
Scoffield	Dale	31555 W 14 Mile Rd Ste 300	Farmington Hills	MI	48334-1288	248.626.1600
Calander	Dusti	33493 W 14 Mile Rd Ste 80	Farmington Hills	MI	48331-1587	248.918.2333
Titterington	Charles	31555 W 14 Mile Rd Ste 300	Farmington Hills	MI	48334-1288	248.626.1600
Pearce	Robin	31555 W 14 Mile Rd Ste 300	Farmington Hills	MI	48334-1288	248.626.1600
Samuelson	Peter	31555 W 14 Mile Rd Ste 300	Farmington Hills	MI	48334-1288	248.626.1600
Nye	Joan	27950 Orchard Lake Rd, Ste 115	Farmington Hills	MI	48334-3758	248.626.3644
Sanchez	Pete	1985 Talamore Ct SE	Grand Rapids	MI	49546-9017	616.318.9975
Bailey	Sanda	3347 Eagle Run Dr NE, Ste C	Grand Rapids	MI	49525-7054	616.726.1452
Watson	Robin	3347 Eagle Run Dr NE, Ste C	Grand Rapids	MI	49525-7054	616.726.1452
Copeland	Kent	3351 Eagle Run Dr NE Ste D	Grand Rapids	MI	49525-7070	616.363.3489
Collum	Dawn	3347 Eagle Run Dr NE, Ste C	Grand Rapids	MI	49525-7054	616.726.1452
Muenz	Scott	26200 Town Center Dr, Ste 250	Novi	MI	48375-2150	248.349.4540
Mason	Curtis	26200 Town Center Dr, Ste 250	Novi	MI	48375-2150	248.349.4540
Muldowney	Jerome	325 N Center St, Ste 100	Northville	MI	48167-2764	248.348.0080
Stearns	John	17197 N Laurel Park Dr, Ste 138	Livonia	MI	48152-7914	734.432.6444
Chavana	Alfonzo	527 Huron Ave	Port Huron	MI	48060-3805	810.987.5370
Brooks	John Edward	527 Huron Ave	Port Huron	MI	48060-3805	810.987.5370
Palme	Kristen	1537 E Hill Rd, Ste 150	Grand Blanc	MI	48439-5192	810.695.3960
Garcia	Anthony	527 Huron Ave	Port Huron	MI	48060-3805	810.987.5370
Brower	Brock	1537 E Hill Rd, Ste 150	Grand Blanc	MI	48439-5192	810.695.3960
Donowho	Randall	8455 S Saginaw St, Ste 101	Grand Blanc	MI	48439-2087	810.579.2838
Dziuk	Anton	1537 E Hill Rd, Ste 150	Grand Blanc	MI	48439-5192	810.695.3960
Trusela	John	418 Lake Nepessing Rd	Lapeer	MI	48446-2961	810.667.4190
Howard	Terry	5402 Gateway Ctr, Ste E	Flint	MI	48507-3918	810.407.8496
Wynn	David	6701 Old 28th St SE Ste A	Grand Rapids	MI	49546-6937	616.682.5103
Garcia	Daniel	3337 S Airport Rd W, Ste 4	Traverse City	MI	49684-7927	231.947.6700
Gibbs	Journel	600 Charlevoix Ave	Petoskey	MI	49770-2287	231.439.0911
Stone	Douglas	44 E 8th St, Ste 215	Holland	MI	49423-3531	616.392.6614
Robbins	Kelly	6435 28th Ave	Hudsonville	MI	49426-9313	616.662.0420

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Last	First	Address	City	State	Zip Code	Bus Phone
Sarkin	Jeffrey	5863 S Warner Ave, Ste 1	Fremont	MI	49412-9275	231.924.8780
Osterberger	Kevin	13919 S West Bayshore Dr, Ste 105A	Traverse City	MI	49684-6204	231.935.1457
Campbell	Jeremy	44 E 8th St, Ste 215	Holland	MI	49423-3531	616.392.6614
Croft	Audrey	975 3 Mile Rd NW, Ste 12	Grand Rapids	MI	49544-1681	616.647.8638
Thomas	Deborah	6300 Fulton St E	Ada	MI	49301-9038	616.682.5000
Doss	Jamie	2856 Port Sheldon St	Hudsonville	MI	49426-9314	616.379.5248
Dinkins	Evelyn	4362 Cascade Rd SE Ste 111, Ste 205	Grand Rapids	MI	49546-3670	616.957.8991
Sodipo	Anthony	250 E Division St	Rockford	MI	49341-1304	616.866.0202
Mc Kelvy	Ronald	7700 Byron Center Ave SW	Byron Center	MI	49315-9468	616.209.5206
Sims	James	7700 Byron Center Ave SW	Byron Center	MI	49315-9468	616.209.5206
Walter	Lawrence	983 Lincoln Ave	Holland	MI	49423-5389	616.294.3543
Hughes	Arthur	103 E Main St	Milan	MI	48160-1249	734.368.8871
Barnes	David	700 Terrace Point Dr, Ste 300	Muskegon	MI	49440-1182	231.642.9014
Carter	Samuel	526 South Creyts Rd, Ste D	Lansing	MI	48917-8263	517.323.4877
Taylor	Steven	2139 Commons Pkwy, Ste B	Okemos	MI	48864-3987	517.253.8563
Petersen	Steven	2182 Commons Pkwy	Okemos	MI	48864-3986	517.349.2880
McWilliams	Kevin	2205 Trautner Dr Ste 201	Saginaw	MI	48604-8201	989.921.4868
Mc Connell	Barry	2384 S I-75 Business Loop	Grayling	MI	49738-2041	517.348.8232
Fields	Michael	1152 James Savage Rd	Midland	MI	48640-5651	989.835.2680
Goodin	Mark	4855 State St, Ste 5	Saginaw	MI	48603-3891	989.921.4982
Carr-frenkel	Dawna	235 W Taft Rd, Ste 200	Ashley	MI	48806-9612	989.838.2565
Young	William	104 E Indian St	Midland	MI	48640-5286	989.631.9270
Underwood	Jeanne	4855 State St, Ste 5	Saginaw	MI	48603-3891	989.921.4982
Mason	Andrew	3232 Fashion Square Blvd, Ste 5	Saginaw	MI	48603-2461	989.355.1060
Malone	Shirley	3080 Orchard Lake Rd Ste E	Keego Harbor	MI	48320-1269	248.721.8590
Bevilacqua	Albert	5700 Crooks Rd Ste 420	Troy	MI	48098-2826	248.780.4690
Catenacci	Peter	24280 Woodward Ave	Pleasant Ridge	MI	48069-1127	248.554.3900
Penland	William	24280 Woodward Ave	Pleasant Ridge	MI	48069-1127	248.554.3900
Wacks	Edward	101 W Big Beaver Rd, Ste 1400 Ofc 1431	Troy	MI	48084-5295	800.645.7961
Francis	Carlton	900 Wilshire Dr, Ste 255	Troy	MI	48084-1637	248.244.9160
Tao	John	700 Tower Dr, Ste 200	Troy	MI	48098-2839	248.247.3010
Morris	Robert	24280 Woodward Ave	Pleasant Ridge	MI	48069-1127	248.554.3900
Capuzziello	Paul	700 Tower Dr, Ste 200	Troy	MI	48098-2839	248.247.3010
Harbour	Thomas	24280 Woodward Ave	Pleasant Ridge	MI	48069-1127	248.554.3900
Martone-Cecil	Renee	900 Wilshire Dr Ste 255	Troy	MI	48084-1637	248.244.9160
Taylor	Michael	24280 Woodward Ave	Pleasant Ridge	MI	48069-1127	248.554.3900
Grard Mao	Isabelle	700 Tower Dr, Ste 200	Troy	MI	48098-2839	248.247.3010
Miller	Michael	39520 Woodward Ave, Ste 210	Bloomfield Hills	MI	48304-5057	248.655.5069
Casey	Brian	900 Wilshire Dr Ste 255	Troy	MI	48084-1637	248.244.9160
Anastasia	John	700 Tower Dr, Ste 200	Troy	MI	48098-2839	248.247.3010
Coke	Camille	3150 Livernois Rd, Ste 375	Troy	MI	48083-5031	248.817.2075
Zirakian	Paul	900 Wilshire Dr Ste 255	Troy	MI	48084-1637	248.244.9160
Judge	Francis	5700 Crooks Rd Ste 420	Troy	MI	48098-2826	248.780.4690
Stockdale	Barry	726 Notre Dame St	Grosse Pointe	MI	48230-1240	313.885.4414
Ochterbeck	Richard	101 W Big Beaver Rd, Ste 1400 Ofc 1431	Troy	MI	48084-5295	800.645.7961
Bordelon	Bruce	52280 Van Dyke Ave	Shelby Township	MI	48316-3530	586.254.4227
Seastone	B.	101 W Big Beaver Rd, Ste 1400 Ofc 1429	Troy	MI	48084-5295	248.925.4412
Altman	Jeffery	5700 Crooks Rd Ste 420	Troy	MI	48098-2826	248.780.4690
Crump	Cynthia	100 W Big Beaver Rd Ste 200, Ste 425	Troy	MI	48084-5283	248.824.7270
Saacke	C Travis	726 Notre Dame St	Grosse Pointe	MI	48230-1240	313.885.4414
Begay	Audree	1450 W Long Lake Rd Ste 365	Troy	MI	48098-6352	248.817.3200
Tiras	Scott	1450 W Long Lake Rd Ste 365	Troy	MI	48098-6352	248.817.3200
Pennington	Darrell	71 N Livernois Rd Ste D	Rochester Hills	MI	48307-1001	248.687.2800
Novosad	Thomas	2804 Orchard Lake Rd Ste 211	Keego Harbor	MI	48320-1449	248.253.1140
Kardesch	Matthew	900 Wilshire Dr Ste 104	Troy	MI	48084-1694	248.822.7700
Probe	William	7950 Moorsbridge Rd Ste 304	Portage	MI	49024-4420	269.276.0554
Fons	Thomas	5991 Venture Park Dr	Kalamazoo	MI	49009-1859	269.375.3782
Walkoviak	Bradley	7130 S Westnedge Ave	Portage	MI	49002-4209	269.321.5002
Lewis	Carl	200 S Main Street	Three Rivers	MI	49093-1624	616.278.8113
Talley	Kevin	4855 W Centre Ave, Ste D	Portage	MI	49024-4686	269.353.4133
Sanders	Kristin	391 S Shore Dr, Ste 112	Battle Creek	MI	49014-5446	269.979.3521
Davis	John	7950 Moorsbridge Rd Ste 300	Portage	MI	49024-4420	269.492.6600
Turner	Pamela	7130 S Westnedge Ave	Portage	MI	49002-4209	269.321.5002
Sandberg	John	1035 Laurence Ave, Ste 3	Jackson	MI	49202-2985	517.787.8387
Chachere	Jennifer	5991 Venture Park Dr	Kalamazoo	MI	49009-1859	269.375.3782
Laws	Victor	2950 S State St Suite 360	Ann Arbor	MI	48104-7102	734.213.2145
Banker	Brent	6915 Rochester Rd Ste 400	Troy	MI	48085-1276	248.289.1647
Goudeau	Peter	6800 W Q Ave	Kalamazoo	MI	49009-4092	269.329.7359
Rhyne	Rodger	6800 W Q Ave	Kalamazoo	MI	49009-4092	269.329.7359
Crews	Stacy	6800 W Q Ave	Kalamazoo	MI	49009-4092	269.329.7359
Lyons	Charlton	9364 Apple Crest Dr	Saline	MI	48176-9436	
Navarro	Martin	19500 Victor Parkway, Suite 450	Livonia	MI	48152-7014	734.742.7571
Broussard	Brett	19500 Victor Parkway, Suite 450	Livonia	MI	48152-7014	734.742.7571
Trosclair	Ray	19500 Victor Parkway, Suite 450	Livonia	MI	48152-7014	734.742.7571

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## EXHIBIT J

### INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Dugas	Michael	505 Pleasant St, Ste 200	St Joseph	MI	49085-1269	616.983.7555
Roy	Curtis	1100 Main St	St Joseph	MI	49085-1550	269.983.8030
Hunter	Timothy	2603 Niles Ave, Ste B	St Joseph	MI	49085-1954	269.983.2700
Evans	James	2603 Niles Ave Ste B	Saint Joseph	MI	49085-1954	269.471.2639
Van Geffen	David	433 E Michigan Ave	Kalamazoo	MI	49007-3813	269.216.7070
Thompson	Jeffrey	43155 Main St Ste 2200A	Novi	MI	48375-1777	734.432.6490
Rush	John	43155 Main St Ste 2200A	Novi	MI	48375-1777	734.432.6490
Mc Guire	Francis	43155 Main St Ste 2200A	Novi	MI	48375-1777	734.432.6490
Huddleston	Michele	43155 Main St Ste 2200A	Novi	MI	48375-1777	734.432.6490
Carter	Michael	43155 Main St Ste 2200A	Novi	MI	48375-1777	734.432.6490
Sharp	James	43155 Main St Ste 2200A	Novi	MI	48375-1777	734.432.6490
Hyden	Jody	43155 Main St Ste 2200A	Novi	MI	48375-1777	734.432.6490
Allen	Walter	43155 Main St Ste 2200A	Novi	MI	48375-1777	734.432.6490
Kauker	Chris	43155 Main St Ste 2200A	Novi	MI	48375-1777	734.432.6490
Langford	Kenneth	42705 Grand River Ave Ste 201	Novi	MI	48375-1772	248.374.1818
Luccia	Giovanni	6010 Eagle Trace Dr	Ypsilanti	MI	48197-6202	734.544.6544
Hobbs	Van	1042 Sutton Rd, Ste 2B	Adrian	MI	49221-8344	517.263.8862
Sheorn	Douglas	2549 Jolly Road, Suite 300	Okemos	MI	48864-3679	517.381.2332
Norris	James	2549 Jolly Road, Suite 300	Okemos	MI	48864-3679	517.381.2332
Briggs	Marcial	2549 Jolly Road, Suite 300	Okemos	MI	48864-3679	517.381.2332
Froman	Jeffrey	122 S Cochran Ave	Charlotte	MI	48813-1510	517.663.8663
Johnsen	Susan	1301 W Long Lake Rd, Ste 270	Troy	MI	48098-6325	248.655.5043
Thompson	Jason	1301 W Long Lake Rd, Ste 270	Troy	MI	48098-6325	248.655.5043
Mc Leod	Frank	3260 E Morgan Rd	Ann Arbor	MI	48108-9636	734.975.8762
De Rhodo	David	7600 Grand River Rd Ste 230	Brighton	MI	48114-7339	810.206.2015
Mc Ree	William	116 W Main St	Brighton	MI	48116-1522	810.588.4557
Newman	Gregg	711 E Grand River Ave Ste C	Brighton	MI	48116-2474	810.360.2279
Johnson	Gerald	1600 Town Commons Dr Ste 104	Howell	MI	48855-6807	810.227.6200
Carr	Isaac	1600 Town Commons Dr Ste 104	Howell	MI	48855-6807	810.227.6200
Bennett	James	3473 Main St, PO Box 97	Deckerville	MI	48427-0097	810.376.4710
Capps	Barry	519 W Main St	Brighton	MI	48116-1478	734.424.1700
Young	Richard	2370 W Jefferson Ave	Trenton	MI	48183-2352	734.675.4711
Hein	Rudolf	12455 Dix-Toledo Rd	Southgate	MI	48195-1724	734.284.3700
Westmoreland	Ryan	1 Heritage Place, Ste 440	Southgate	MI	48195-3050	734.281.3700
Stokes	William	1 Heritage Place, Ste 440	Southgate	MI	48195-3050	734.281.3700
Bugay	John	1310 S Main St Ste 14	Ann Arbor	MI	48104-3786	734.995.3996
Rabon	Linda	216 W Michigan Ave, Ste 1	Saline	MI	48176-1327	734.477.5223
Musiker	Jeff	4750 Venture Dr, Ste 150	Ann Arbor	MI	48108-9505	734.477.5280
Clarke	Jeffrey	2800 S State St Ste 205	Ann Arbor	MI	48104-7103	734.477.5230
West	Michael	4750 Venture Dr, Ste 150	Ann Arbor	MI	48108-9505	734.477.5280
Sanders	David	11290 Grand River Rd	Brighton	MI	48116-9590	866.879.9303
Puckett	Patti	4750 Venture Dr, Ste 150	Ann Arbor	MI	48108-9505	734.477.5280
Frutiger	Kevin	1505 Colonnade Ct	Canton	MI	48187-5804	734.981.5376
Reynolds	Christopher	4750 Venture Dr, Ste 150	Ann Arbor	MI	48108-9505	734.477.5280
Cook	Leslie	2800 S State St Ste 205	Ann Arbor	MI	48104-7103	734.477.5230
Douglas	Elizabeth	340 N Main Street Suite 302	Plymouth	MI	48170-1240	800.537.4100
O'Brien	Kevin	340 N Main Street Suite 302	Plymouth	MI	48170-1240	800.537.4100
Pacely	Simone	340 N Main Street Suite 302	Plymouth	MI	48170-1240	800.537.4100
Turnbull	David	340 N Main Street Suite 302	Plymouth	MI	48170-1240	800.537.4100
Bonin	Brandt	4750 Venture Dr, Ste 150	Ann Arbor	MI	48108-9505	734.477.5280
Saunders	Richard	835 Mason St Ste B280	Dearborn	MI	48124-2256	313.216.0134
Nunnally	Douglas	835 Mason St Ste B280	Dearborn	MI	48124-2256	313.216.0134
Goforth	James	835 Mason St Ste B280	Dearborn	MI	48124-2256	313.216.0134
Chamblin	Andrew	821 N Main St	Rochester	MI	48307-1435	248.230.1671
Hill	Shannon	43900 Garfield Rd Ste 200	Clinton Twp	MI	48038-1137	586.566.7644
Levine	Richard	894 Englewood Dr	Rochester Hills	MI	48309-1069	248.375.9288
Ganson	Adrian	1001 Woodward Ave, Ste 500	Detroit	MI	48226	313.867.2332
Grubbs	William	28970 Carmel Dr	Southfield	MI	48076-5505	248.223.0135
Morgan	Diskin	200 Maple Park Blvd, Ste 206	St Clair Shores	MI	48081-2211	586.778.2600
Beaver	Kerry	17450 Hall Rd Ste 161	Clinton Township	MI	48038-6920	586.690.6079
Washburn	Ronald	17450 Hall Rd Ste 161	Clinton Township	MI	48038-6920	586.690.6079
Duff	David	118 W Maumee St	Adrian	MI	49221-2020	517.266.2577
Shpigel	Assaf	310 W Washington St Ste 201	Marquette	MI	49855-4334	906.228.3505
Burrus	Louie	209 Ludington Street	Escanaba	MI	49829-4027	906.789.0125
Harr	Gary	414 1st St	Menominee	MI	49858-3308	906.863.5587
Cohen	Marc	1901 W Ridge St Ste 5	Marquette	MI	49855-2485	906.226.7526
Mackall	Scott	414 Central Ave N Ste A	Faribault	MN	55021-5384	507.323.6060
Cook	Glenn	30 25th Ave S, Ste 101	St Cloud	MN	56301-4083	320.230.1710
London	Matthew	1530 Greenview Dr SW, Ste 205	Rochester	MN	55902-4327	507.208.4711
Miller	Albert	1530 Greenview Dr SW, Ste 205	Rochester	MN	55902-4327	507.208.4711
Rogers	William	3038 Jeremiah Ln NW Ste 200, Ste 111	Rochester	MN	55901-5722	507.289.0737
Watkins	Robert	2001 2nd St SW Ste 115	Rochester	MN	55902-4157	507.295.4951
Johnson	Joel	2001 2nd St SW Ste 115	Rochester	MN	55902-4157	507.295.4951
Perkins	Shannon	3038 Jeremiah Ln NW Ste 200, Ste 108A	Rochester	MN	55901-5722	507.289.0737

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## EXHIBIT J INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Duren	Robbin	1930 Premier Dr	Mankato	MN	56001-5900	507.625.9050
Mc Cullough	Matthew	1930 Premier Dr	Mankato	MN	56001-5900	507.625.9050
Sandstrom	David	1135 Washington Ave, Ste 103	Detroit Lakes	MN	56501	218.847.2676
Kurelic	Joseph	2431 Imperial Drive	St Cloud	MN	56301-5061	320.230.3026
Shin	Anthony	703 11th St E	Glencoe	MN	55336-2220	320.864.6565
Krohne	Joshua	220 Main Avenue, PO Box 71	Gaylord	MN	55334-9618	507.237.2132
Gustafson	Robert	7658 Design Rd, Ste 200	Baxter	MN	56425-8439	218.825.8842
Meisner	Chad	13850 Bluestem Ct Ste 100	Baxter	MN	56425-6028	218.829.4131
Jones	Ronald	17 E Centennial 84 Dr Ste E, PO Box 118	New York Mills	MN	56567-0118	218.385.3020
Murphy	Sherry	301 N Maddy St Ste 200, PO Box 38	McGregor	MN	55760-0038	218.768.3339
Kanagy	Kimberly	19021 Freeport St, Ste 300	Elk River	MN	55330-1282	763.441.7504
Wilder	Andreas	501 State Highway 25	Monticello	MN	55362-8662	763.271.7526
Streeter	Justin	776 North Creek Dr, Ste 4	Willmar	MN	56201-4982	320.235.5600
Farr	Arthur	151 Main Ave W, PO Box 185	Winsted	MN	55395-7873	320.485.4332
Clowers	Jason	19021 Freeport St, Ste 300	Elk River	MN	55330-1282	763.441.7504
Sulhoff	Roger	134 Main St S	Hutchinson	MN	55350-2507	507.587.9379
Bruner	Douglas	7650 Edinborough Way, Ste 225	Edina	MN	55435-5921	952.893.7968
Pettaway	Kelvin	860 Blue Gentian Rd Ste 295	Eagan	MN	55121-1656	651.200.3800
Perello	Joshua	3181 Fernbrook Ln N, Suite G Lower Level	Plymouth	MN	55447-5355	763.657.2402
Bryant	Jake	7650 Edinborough Way, Ste 225	Edina	MN	55435-5921	952.893.7968
Munro	Bursell	7650 Edinborough Way, Ste 225	Edina	MN	55435-5921	952.893.7968
Roberts	Douglas	7650 Edinborough Way, Ste 225	Edina	MN	55435-5921	952.893.7968
Carroll	Sean	7650 Edinborough Way, Ste 225	Edina	MN	55435-5921	952.893.7968
Crane	Jason	7101 York Ave S, Ste 200	Edina	MN	55435-4556	612.924.4960
Perry	Matthew	7101 York Ave S, Ste 200	Edina	MN	55435-4556	612.924.4960
Jackson-Gorham	Natasha	7650 Edinborough Way, Ste 225	Edina	MN	55435-5921	952.893.7968
Carothers	Raymond	200 Southdale Center	Edina	MN	55435-5999	952.257.7190
Pollock	Thomas	7101 York Ave S, Ste 200	Edina	MN	55435-4556	612.924.4960
Head	Samuel	4900 Highway 169 N, Ste 320	New Hope	MN	55428-4058	763.710.7904
Gore	Aaron	3601 Minnesota Dr, Ste 905	Edina	MN	55435-5281	952.841.7500
Hedgecoke	Edward	7650 Edinborough Way, Ste 225	Edina	MN	55435-5921	952.893.7968
Yarbrough	Billy	500 W 79th St, Ste 100	Chanhassen	MN	55317-8312	952.388.6550
Smith	Shawn	510 Faxon Rd N, PO Box 534	Norwood Young America	MN	55368-0534	952.467.3061
Danley	Bryce	800 Oak Street	Hastings	MN	55033-2361	651.438.8696
Harris	Roseann	3601 Minnesota Dr, Ste 905	Edina	MN	55435-5281	952.841.7500
Smiley	W	4900 Highway 169 N, Ste 109	New Hope	MN	55428-4032	763.657.2407
Fisk	Jason	3601 Minnesota Dr, Ste 905	Edina	MN	55435-5281	952.841.7500
McGowan	Michael	8400 Normandale Lake Blvd, Ste 920	Bloomington	MN	55437-3843	952.921.2161
Lehman	James	860 Blue Gentian Rd Ste 295	Eagan	MN	55121-1656	651.200.3800
Wammack	Clint	7650 Edinborough Way, Ste 225	Edina	MN	55435-5921	952.893.7968
Pak	Samuel	7650 Edinborough Way, Ste 225	Edina	MN	55435-5921	952.893.7968
Gray	Gregory	600 Twelve Oaks Center Dr, Ste 648B	Wayzata	MN	55391-4546	952.473.0324
Moody	Cody	394 Lake Ave S, Ste 505	Duluth	MN	55802-2340	218.722.4761
Clark	Raymond	227 W 1st St, Ste 900	Duluth	MN	55802-1927	218.722.9400
Houston	Kane	320 E Howard St	Hibbing	MN	55746-1746	218.262.5207
Roberto	Ricardo	227 W 1st St, Ste 900	Duluth	MN	55802-1927	218.722.9400
Welborn	Marcus	922 Highway 33 S	Cloquet	MN	55720-2624	218.879.6784
Banks	Burton	230 W Superior St, Ste 436	Duluth	MN	55802-1916	218.464.4178
Haddadin	Manka	620 9th St N	Virginia	MN	55792-2320	218.262.5207
Rivera	Derrick	10159 Wayzata Blvd Ste 200	Minnetonka	MN	55305-1581	763.543.5169
Camacho	Felix	8325 Wayzata Blvd, Ste 100	Golden Valley	MN	55426-1399	763.525.0258
Delmonte	Mark	10405 6th Ave N, Ste 220	Plymouth	MN	55441-6393	763.543.5185
Graff	Margaret	8325 Wayzata Blvd, Ste 100	Golden Valley	MN	55426-1399	763.525.0258
Perez	Michael	10159 Wayzata Blvd Ste 200	Minnetonka	MN	55305-1581	763.543.5169
Schneiderman	Richard	10405 6th Ave N, Ste 220	Plymouth	MN	55441-6393	763.543.5185
Aufleger	Tracy	8325 Wayzata Blvd, Ste 100	Golden Valley	MN	55426-1399	763.525.0258
Christopher	Jeffrey	10159 Wayzata Blvd Ste 200	Minnetonka	MN	55305-1581	763.543.5169
Clifton	William	10159 Wayzata Blvd Ste 200	Minnetonka	MN	55305-1581	763.543.5169
Prestage	La Vera	8325 Wayzata Blvd, Ste 100	Golden Valley	MN	55426-1399	763.525.0258
Vaughn	Derek	3515 Plymouth Blvd, Ste 204	Plymouth	MN	55447-1382	763.543.5183
Dau	Tuan	8325 Wayzata Blvd, Ste 100	Golden Valley	MN	55426-1399	763.525.0258
Hecht	Deborah	8325 Wayzata Blvd, Ste 100	Golden Valley	MN	55426-1399	763.525.0258
Blevins	Danny	8325 Wayzata Blvd, Ste 100	Golden Valley	MN	55426-1399	763.525.0258
Anderson	Jaime	8325 Wayzata Blvd, Ste 100	Golden Valley	MN	55426-1399	763.525.0258
Coleman	Kyle	8325 Wayzata Blvd, Ste 100	Golden Valley	MN	55426-1399	763.525.0258
Church	Guy	8325 Wayzata Blvd, Ste 100	Golden Valley	MN	55426-1399	763.525.0258
Powell	Steven	10405 6th Ave N, Ste 220	Plymouth	MN	55441-6393	763.543.5185
Caruthers	Tre	15600 Wayzata Blvd, Ste 104	Wayzata	MN	55391-1434	952.767.2439
Smith	Christopher	1850 Austin Rd, Ste 104	Owatonna	MN	55060-4498	507.455.4070
Bigler	Benjamin	3169 Fernbrook Lane North	Plymouth	MN	55447-5357	612.216.4111
Nichols	Morgan	179 Lake St S, Ste 120	Forest Lake	MN	55025-2603	651.464.6713
Kimball	Quinton	555 Nicollet Mall, Ste 200	Minneapolis	MN	55402-1066	612.746.5300
Malley	Shawn	105 Garfield St S, Suite 103	Cambridge	MN	55008-1767	763.689.5686
Cornello	Lynn	2514 Superior Dr NW, Suite A	Rochester	MN	55901-1797	507.206.5086

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### INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Federick	Travis	4115 26th St NW, Suite 100	Rochester	MN	55901-8340	507.281.4341
Brunn	Michael	3147 Superior Dr NW Ste 200	Rochester	MN	55901-2974	507.289.5670
Adamson	Nicholas	2514 Superior Dr NW, Suite A	Rochester	MN	55901-1797	507.206.5086
Federick	Deborah	2514 Superior Dr NW, Suite A	Rochester	MN	55901-1797	507.206.5086
Larkin	James	84 3rd St NW	Forest Lake	MN	55025-1114	651.464.1764
Garcia	Christopher	12425 55th St N, Ste C	Lake Elmo	MN	55042-7403	651.289.6683
Pittman	Kevin	683 Bielenberg Dr, Ste 206	Woodbury	MN	55125-1705	651.730.2479
Walker	Tammie	683 Bielenberg Dr, Ste 206	Woodbury	MN	55125-1705	651.730.2479
Saunders	Craig	683 Bielenberg Dr, Ste 206	Woodbury	MN	55125-1705	651.730.2479
Sidhu	Harsimran	4637 White Bear Pkwy	White Bear Lake	MN	55110-3300	651.429.6220
Boaz	Rodney	8621 Eagle Point Blvd	Lake Elmo	MN	55042-8628	651.578.1019
Mcdermott	Ryan	84 3rd St NW, Ste C	Forest Lake	MN	55025-1114	651.464.1764
Mcdermott	Kelly	1700 Highway 36 W, Ste 420	Roseville	MN	55113-4089	651.636.7138
Hauser	Scott	121 W Main St	Caledonia	MN	55921-1110	507.725.2864
Sanson	Bryan	108 S Lakeshore Dr, PO Box 309	Lake City	MN	55041-1641	651.345.4378
Warrem	Calvin	7323 Harkness Way S	Cottage Grove	MN	55016-2175	612.889.7465
Orton	Todd	4570 Churchill St Ste 210	Shoreview	MN	55126-2274	651.403.8901
Solomon	Scott	3900 Northwoods Dr Ste 150	Arden Hills	MN	55112-6991	651.765.7030
Kennedy	Kent	3900 Northwoods Dr Ste 150	Arden Hills	MN	55112-6991	651.765.7030
Cary	Charles	3900 Northwoods Dr Ste 150	Arden Hills	MN	55112-6991	651.765.7030
Hanna	James	3900 Northwoods Dr Ste 150	Arden Hills	MN	55112-6991	651.765.7030
Matatov	Vadim	3900 Northwoods Dr Ste 150	Arden Hills	MN	55112-6991	651.765.7030
Bratta	Stephen	3900 Northwoods Dr Ste 150	Arden Hills	MN	55112-6991	651.765.7030
Zimmerman	Eric	4570 Churchill St Ste 210	Shoreview	MN	55126-2274	651.403.8901
Ferhadson	Kevin	3900 Northwoods Dr Ste 150	Arden Hills	MN	55112-6991	651.765.7030
Vernon	Kenneth	4570 Churchill St Ste 210	Shoreview	MN	55126-2274	651.403.8901
Potter	Robert	4570 Churchill St Ste 210	Shoreview	MN	55126-2274	651.403.8901
Bryant	Ralph	4570 Churchill St Ste 210	Shoreview	MN	55126-2274	651.403.8901
Cooper	Thomas	122 N 3rd St	Marshall	MN	56258-1325	507.532.2219
Kaminski	David	817 Broadway St	Alexandria	MN	56308-1856	320.762.8141
Bologna	Frank	817 Broadway St	Alexandria	MN	56308-1856	320.762.8141
Du Charme	Steven	630 Roosevelt Rd, Ste 105	St Cloud	MN	56301-4867	320.230.1100
Nagle	John	12725 43rd St NE, Ste 103	St Michael	MN	55376-4928	763.497.5578
Schaefer-Sergio	Amy	630 Roosevelt Rd, Ste 105	St Cloud	MN	56301-4867	320.230.1100
Ilyasov	Andrey	1765 Roosevelt Rd	St Cloud	MN	56301-5166	320.654.6715
Kapur	Divisha	1765 Roosevelt Rd	St Cloud	MN	56301-5166	320.654.6715
Joshi	Gaurang	3200 Main Street NW, Suite 300	Coon Rapids	MN	55448-1199	763.712.9428
Bell	Timothy	3200 Main Street NW, Suite 300	Coon Rapids	MN	55448-1199	763.712.9428
Furlotte	Eric	3200 Main Street NW, Suite 300	Coon Rapids	MN	55448-1199	763.712.9428
Voyles	Gregory	3200 Main St NW, Ste 230	Coon Rapids	MN	55448-1163	763.421.3848
Singh	Neeta	3200 Main Street NW, Suite 300	Coon Rapids	MN	55448-1199	763.712.9428
Pozdol	Daniel	3800 American Blvd W, Suite 900	Bloomington	MN	55431-4424	952.835.8190
Venniuro	Anida	750 Main St Ste 211	Mendota Heights	MN	55118-3768	952.378.2165
Amaya	Victor	750 Main St Ste 211	Mendota Heights	MN	55118-3768	952.378.2165
Wit	George	14985 Glazier Avenue, Suite 501	Apple Valley	MN	55124-7490	952.431.6410
Fiorenzo	Michael	14985 Glazier Avenue, Suite 501	Apple Valley	MN	55124-7490	952.431.6410
Mysliwiec	Paul	7212 Metro Blvd	Edina	MN	55439-2128	952.446.7800
Sanford	James	12280 Nicollet Ave S, Ste 101	Burnsville	MN	55337-1999	952.808.5423
Walsh	Timothy	7212 Metro Blvd	Edina	MN	55439-2128	952.446.7800
Pol	Jody	7212 Metro Blvd	Edina	MN	55439-2128	952.446.7800
Lammering	Richard	7212 Metro Blvd	Edina	MN	55439-2128	952.446.7800
Oatman	Eric	7212 Metro Blvd	Edina	MN	55439-2128	952.446.7800
Crossen	Christopher	12280 Nicollet Ave S, Ste 101	Burnsville	MN	55337-1999	952.808.5423
Roberts	Dixie	12280 Nicollet Ave S, Ste 101	Burnsville	MN	55337-1999	952.808.5423
Abdelhadi	Rami	12280 Nicollet Ave S, Ste 101	Burnsville	MN	55337-1999	952.808.5423
Boykin	Tony	7212 Metro Blvd	Edina	MN	55439-2128	952.446.7800
Creecy	Joe	12280 Nicollet Ave S, Ste 101	Burnsville	MN	55337-1999	952.808.5423
Lahey	Vance	7212 Metro Blvd	Edina	MN	55439-2128	952.446.7800
Robins	Matthew	1275 Ramsey Street, Suite 800	Shakopee	MN	55379-3132	952.641.5275
Ward	Gary	1275 Ramsey Street, Suite 800	Shakopee	MN	55379-3132	952.641.5275
Stamatis	Nicholas	208 Broadway N, PO Box 274	Carver	MN	55315-4407	952.448.6455
Wuller	David	208 Broadway N, PO Box 274	Carver	MN	55315-4407	952.448.6455
Yousaf	Mansoor	10810 Old County Road 15	Plymouth	MN	55441-6107	763.703.4492
Maez	Kimberly	10810 Old County Road 15	Plymouth	MN	55441-6107	763.703.4492
Moritz	David	18200 45th Ave N, Ste B	Plymouth	MN	55446-4549	952.449.6683
Nicholas	John	18200 45th Ave N, Ste B	Plymouth	MN	55446-4549	952.449.6683
Walsh	Damian	1907 Wayzata Blvd E, Ste 350	Wayzata	MN	55391-2081	952.449.6690
Oldham	James	18200 45th Ave N, Ste B	Plymouth	MN	55446-4549	952.449.6683
Billingslea	David	1907 Wayzata Blvd E, Ste 350	Wayzata	MN	55391-2081	952.449.6690
Baker	Stephen	1907 Wayzata Blvd E, Ste 350	Wayzata	MN	55391-2081	952.449.6690
Bastiaans	Robert	3600 Minnesota Drive, Ste 550	Edina	MN	55435-7925	952.300.2330
Grimm	Whitney	8300 Norman Center Dr, Ste 550	Bloomington	MN	55437-1027	763.367.7980
Lynn	Lisa	7701 France Ave S Ste 675	Edina	MN	55435-3242	952.255.6222
Harman	Karl	3600 Minnesota Dr, Ste 550	Edina	MN	55435-7925	952.300.2310

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### INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Rohlfing	Timothy	3600 Minnesota Dr, Ste 550	Edina	MN	55435-7925	952.300.2310
Forbes	Lisa	3600 Minnesota Drive, Ste 550	Edina	MN	55435-7925	952.300.2330
Carpenter	Henry	3600 Minnesota Dr, Ste 550	Edina	MN	55435-7925	952.300.2310
Knapp	Amy	7601 France Ave S, Ste 600	Edina	MN	55435-5971	952.374.5501
Higgins	Mathew	3600 Minnesota Dr, Ste 550	Edina	MN	55435-7925	952.300.2310
Walton	Dona	7701 France Ave S Ste 675, Ste 100	Edina	MN	55435-3242	952.255.6222
Maestas	Timothy	3600 Minnesota Dr, Ste 550	Edina	MN	55435-7925	952.300.2310
Wenaas	Kristen	7701 France Ave S Ste 675, Ste 100	Edina	MN	55435-3242	952.255.6222
Yousaf	Ali	11671 Fountains Dr, Ste 215	Maple Grove	MN	55369-4788	763.416.8225
Hensley	Bradley	11671 Fountains Dr, Ste 215	Maple Grove	MN	55369-4788	763.416.8225
Esquibel	Roger	7077 Northland Cir N, Ste 302	Brooklyn Park	MN	55428-1567	763.416.8225
Larson	Eric	7077 Northland Cir N, Ste 302	Brooklyn Park	MN	55428-1567	763.416.8225
Prestidge	Armand	7077 Northland Cir N, Ste 302	Brooklyn Park	MN	55428-1567	763.416.8225
Ellstrom	David	550 Main St, Ste 210	New Brighton	MN	55112-3271	651.200.3447
Burlingame	Ronald	550 Main St, Ste 210	New Brighton	MN	55112-3271	651.200.3447
Stuck	Charles	550 Main St, Ste 210	New Brighton	MN	55112-3271	651.200.3447
Mazanke	Robert	550 Main St, Ste 210	New Brighton	MN	55112-3271	651.200.3447
Turner	Aaron	715 Old Hwy 8 NW	New Brighton	MN	55112-2732	651.635.1822
Juric	Sylvia	715 Old Hwy 8 NW	New Brighton	MN	55112-2732	651.635.1822
O'Hara	Kevin	715 Old Hwy 8 NW	New Brighton	MN	55112-2732	651.635.1822
Muldoon	Gerald	715 Old Hwy 8 NW	New Brighton	MN	55112-2732	651.635.1822
Berg	Gregory	715 Old Hwy 8 NW	New Brighton	MN	55112-2732	651.635.1822
Bellantoni	Yan	715 Old Hwy 8 NW	New Brighton	MN	55112-2732	651.635.1822
Roberts	William	715 Old Hwy 8 NW	New Brighton	MN	55112-2732	651.635.1822
McBroom	Joshua	715 Old Hwy 8 NW	New Brighton	MN	55112-2732	651.635.1822
Myers	Craig	2805 Dodd Rd, Ste 195	Eagan	MN	55121-2160	651.256.6006
Campbell	Dax	2805 Dodd Rd, Ste 195	Eagan	MN	55121-2160	651.256.6006
Popovich	Jason	329 N Main St, Ste 201	Austin	MN	55912-3478	507.437.3523
Keating	John	329 N Main St, Ste 201	Austin	MN	55912-3478	507.437.3523
Barstead	Brian	7101 York Ave S, Ste 330	Edina	MN	55435-4428	952.921.3370
Nichols	Gregory	7101 York Ave S, Ste 330	Edina	MN	55435-4428	952.921.3370
Schwartz	Jeffrey	7601 France Ave S, Ste 600	Edina	MN	55435-5971	612.857.1220
Mc Gartland	Theresa	7601 France Ave S, Ste 630	Edina	MN	55435-5968	952.857.1444
Hendren	Byron	7601 France Ave S, Ste 600	Edina	MN	55435-5971	612.857.1220
Wilson	Deborah	7601 France Ave S, Ste 600	Edina	MN	55435-5971	612.857.1220
Winans	John	7601 France Ave S, Ste 630	Edina	MN	55435-5968	952.857.1444
Sylvia	Jennifer	7601 France Ave S Ste 620	Edina	MN	55435-5968	952.857.1280
Smith	Julie	7601 France Ave S, Ste 600	Edina	MN	55435-5971	612.857.1220
Clem	Cory	7601 France Ave S, Ste 600	Edina	MN	55435-5971	612.857.1220
Frontone	Kevin	7601 France Ave S Ste 620	Edina	MN	55435-5968	952.857.1280
Westhafer	Matthew	212 Lady Slipper Ave NE Ste 1, PO Box 337	New Prague	MN	56071-0337	952.758.6363
Wharton	Geoffrey	7601 France Ave S, Ste 600	Edina	MN	55435-5971	612.857.1220
Hoobchaak	Evan	7601 France Ave S, Ste 600	Edina	MN	55435-5971	612.857.1220
Masciopinto	Michael	7601 France Ave S, Ste 600	Edina	MN	55435-5971	612.857.1220
Corey	John	1210 Northland Dr Ste 190	Mendota Heights	MN	55120-1296	651.405.9000
Donato	Paul	1401 8th St S, Ste 2	Moorhead	MN	56560-3605	701.235.4171
Boksa	Eric	8646 Eagle Creek Cir, Ste 108	Savage	MN	55378-1572	952.746.1647
FROST	Jack	3601 W 76th St, Ste 160	Edina	MN	55435-3005	952.841.8125
Marban	Claudia	3601 W 76th St Ste 160	Edina	MN	55435-3005	952.841.8151
Sutter	Steven	7701 France Ave S, Ste 475	Edina	MN	55435-3210	952.841.8100
Haluska	Mary	9362 Oak Ave	Waconia	MN	55387-9422	952.841.8159
Hellstedt	Sandra	3601 W 76th St, Ste 160	Edina	MN	55435-3005	952.841.8125
Stover	Linda	7701 France Ave S, Ste 475	Edina	MN	55435-3210	952.841.8100
Szafranski	Frank	3601 W 76th St Ste 160	Edina	MN	55435-3005	952.841.8151
Youga	Kenneth	7701 France Ave S, Ste 475	Edina	MN	55435-3210	952.841.8100
Radivan	Jeff	7701 France Ave S, Ste 475	Edina	MN	55435-3210	952.841.8100
Richardson	Bradford	420 Summit Ave, Ste 303 & 304	St Paul	MN	55102-4680	651.221.0720
Chavez	Gabriel	959 Old Hwy 8	New Brighton	MN	55112-2795	651.251.1964
Sherman	Claude	959 Old Hwy 8	New Brighton	MN	55112-2795	651.251.1964
Peterson	Marsha	131 Babcock Blvd W, Ste 2 PO Box 343	Delano	MN	55328-0343	763.999.7950
Wojcik	Joseph	17305 Cedar Ave S Ste 220	Lakeville	MN	55044-3903	651.221.0711
Mac Kay	Donald	420 Summit Ave, Ste 303 & 304	St Paul	MN	55102-4680	651.221.0720
Brack	Janice	959 Old Hwy 8	New Brighton	MN	55112-2795	651.251.1964
Koney	Kevin	2451 15th St NW Ste A	New Brighton	MN	55112-5593	651.478.4344
Martin	Robert	10900 Wayzata Blvd Ste 150	Minnetonka	MN	55305-5602	952.746.9444
Meyers	Robert	10900 Wayzata Blvd Ste 150	Minnetonka	MN	55305-5602	952.746.9444
Millar	Kathryn	10900 Wayzata Blvd Ste 150	Minnetonka	MN	55305-5602	952.746.9444
Grabovsky	Angela	16180 Highway 7	Minnetonka	MN	55345	952.835.8191
Shewmaker	Randy	10900 Wayzata Blvd Ste 150	Minnetonka	MN	55305-5602	952.746.9444
Blitz	Eric	1030 E Bridge St, PO Box 412	Redwood Falls	MN	56283-1806	507.637.5272
Foster	Joyce	362 Oxford St, Ste 2	Worthington	MN	56187-1766	507.295.3334
Ochoa	Edward	800 E Bridge St, PO Box 422	Redwood Falls	MN	56283-0422	507.627.2639
Rahman	Albert	205 8th Ave SE	Pipestone	MN	56164-2120	507.825.3585
Volkers	Kyle	12900 Whitewater Dr Ste 101	Minnetonka	MN	55343-9443	952.856.8110

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Messer	Angela	12900 Whitewater Dr Ste 101	Minnnetonka	MN	55343-9443	952.856.8110
Kotecki	David	203 2nd St NE, PO Box 108	Waseca	MN	56093-2903	507.835.7080
Eikens	Melissa	211 NW 1st Avenue	Faribault	MN	55021-6149	507.334.1821
Long	Daniel	422 S Minnesota Avenue	St Peter	MN	56082-2506	507.934.5510
Kingston	Jennifer	222 E Main St	Albert Lea	MN	56007-2977	507.377.3671
Polaski	Thomas	512 W High Street, PO Box 167	Spring Valley	MN	55975-0167	507.346.2727
King	Robert	120 N Cedar Ave	Owatonna	MN	55060-2304	507.451.2455
Pilarski	Edward	281a S Main Street	Zumbrota	MN	55992-1578	507.732.7335
Rush	Brian	222 E Main St	Albert Lea	MN	56007-2977	507.377.3671
Jacobs	Rodney	1730 Fenpark Dr, Ste 1001	Fenton	MO	63026-2920	636.660.0434
Jones	Michael	32855 Laser Dr, PO Box 332	Marceline	MO	64658-1388	660.376.4488
Myers	Shirley	1503 E Illinois St	Kirksville	MO	63501-3203	660.665.3899
Mc Court	Bruce	12400 Olive Blvd Ste 307	Saint Louis	MO	63141-5437	314.744.4007
Smith	Scott	10825 Watson Road, Ste 110	Sunset Hills	MO	63127-1031	314.843.6769
Austgen	Patricia	14540 Manchester Rd	Winchester	MO	63011	314.310.5001
Osmondson	Sharon	16305 Swingley Ridge Rd, Ste 201	Chesterfield	MO	63017-1777	314.336.4330
Della Monica	Joseph	16305 Swingley Ridge Rd, Ste 201	Chesterfield	MO	63017-1777	314.336.4330
Gallagher	Brendon	12400 Olive Blvd Ste 307	Saint Louis	MO	63141-5437	314.744.4007
Thomasco	Curtis	622 Emerson Rd, Ste 220	St Louis	MO	63141-6727	314.576.2111
Deiting	Evelyn	9859 Big Bend Blvd Ste 105	Saint Louis	MO	63122-6581	314.720.2166
Cagadas	Christopher	9859 Big Bend Blvd Ste 105	Saint Louis	MO	63122-6581	314.720.2166
Braggs	Dionne	9859 Big Bend Blvd Ste 105	Saint Louis	MO	63122-6581	314.720.2166
Chambers	Larry	2638 Highway 109 Ste 201	Wildwood	MO	63040-1161	314.662.1420
Helmers	Heather	701 E 63rd St Fl 3rd Ste B	Kansas City	MO	64110-3305	913.451.3848
Manzardo	Thomas	5901 NW 63rd Ter Ste 130, The Denton Building	Kansas City	MO	64151-3601	816.997.9780
Ellsworth	Michael	5901 NW 63rd Ter Ste 130, The Denton Building	Kansas City	MO	64151-3601	816.997.9780
Khory	Roshni	1214 E Champ Clark Dr, Suite B	Bowling Green	MO	63334-2363	573.324.6777
Piekarski	Krzysztof	16024 Manchester Rd, Ste 200	Ellisville	MO	63011-2195	636.779.2525
Mc Wherter	Matthew	825 Maryville Centre Dr, Ste 210	Chesterfield	MO	63017-5942	314.744.3475
Adamczyk	Tracy	825 Maryville Centre Dr, Ste 210	Chesterfield	MO	63017-5942	314.744.3475
Moran	Edward	825 Maryville Centre Dr, Ste 210	Chesterfield	MO	63017-5942	314.744.3475
Nolan	Thomas	812 Georgia St	Louisiana	MO	63353-1614	573.754.6352
Tomich	Matthew	12935 North Outer Forty Dr, Ste 108	Saint Louis	MO	63141-8652	314.858.1114
Oconnor	Timothy	825 Maryville Centre Dr, Ste 210	Chesterfield	MO	63017-5942	314.744.3475
Forbes	Christopher	825 Maryville Centre Dr, Ste 210	Chesterfield	MO	63017-5942	314.744.3475
Wendt	Jason	825 Maryville Centre Dr, Ste 210	Chesterfield	MO	63017-5942	314.744.3475
Lobacz	David	12935 North Outer Forty Dr, Ste 108	Saint Louis	MO	63141-8652	314.858.1114
Durnell	Eric	825 Maryville Centre Dr, Ste 210	Chesterfield	MO	63017-5942	314.744.3475
Miller	Joshua	825 Maryville Centre Dr, Ste 210	Chesterfield	MO	63017-5942	314.744.3475
Smith	Amy	825 Maryville Centre Dr, Ste 210	Chesterfield	MO	63017-5942	314.744.3475
Smith	Thomas	827 Sugar Hill Dr	Manchester	MO	63021-6609	314.520.9616
Bradley	James	109 Chesterfield Business Pkwy	Chesterfield	MO	63005-1233	636.536.2673
Tebo	Skyler	109 Chesterfield Business Pkwy	Chesterfield	MO	63005-1233	636.536.2673
Miller	Anita	109 Chesterfield Business Pkwy	Chesterfield	MO	63005-1233	636.536.2673
Andrews	Mark	118 N 2nd Street, Suite 302	St Charles	MO	63301-2877	636.940.5409
Read	Kimberly	118 N 2nd Street, Suite 302	St Charles	MO	63301-2877	636.940.5409
Nance	Larry	8711 Watson Rd, Ste 105A	Webster Groves	MO	63119-5100	573.243.7799
Wiebe	Mark	562 Maple Valley Dr	Farmington	MO	63640-1981	573.756.1500
Mc Millen	Thomas	117 Coppersmith Ct	St Charles	MO	63301-7403	636.916.3039
Fender	Eric	800 N Commercial Ave	St Clair	MO	63077-1119	636.629.2930
Kempf	Teresa	The Hammons Tower Ste 401, 901 E St Louis St	Springfield	MO	65806-2540	417.866.9663
Mullen	Bruce	The Hammons Tower Ste 401, 901 E St Louis St	Springfield	MO	65806-2540	417.866.9663
Lotterer	Jay	1531 E Bradford Pkwy, Bradford Pl Exec Suites 210-3	Springfield	MO	65804-6566	417.881.6300
Hunn	Clifford	Great Southern Financial Svcs, 1342 E Kingsley St Ste E	Springfield	MO	65804-7227	417.881.9200
Luzadder	Monte	Great Southern Financial Svcs, 1342 E Kingsley St Ste E	Springfield	MO	65804-7227	417.881.9200
Khasho	Joseph	1525 E Republic Rd, Ste B-115	Springfield	MO	65804-6578	417.877.0252
Dranger	Thomas	499 Gloster Creek Vlg, Ste BC-11	Tupelo	MS	38801-4600	662.841.0750
Kang	Chan	1822 15th St Ste 18	Gulfport	MS	39501-2104	228.236.1537
London	Gary	47 Lynn Lane	Starkville	MS	39759-3989	662.323.8318
Dunk	John	337 E Main St, Ste A	Tupelo	MS	38804-4025	662.840.9200
Criss	Larry	5740 Getwell Rd, Bldg 12 Ste B	Southaven	MS	38672-6346	662.536.1955
Czerwonka	Deborah	106 E Washington St	Kosciusko	MS	39090-3744	662.289.1013
Forcucci	James	11 Woodstone Plz, Ste C	Hattiesburg	MS	39402-8342	601.261.2166
Schwarm	Susan	30 Sgt Prentiss Drive	Natchez	MS	39120-4726	601.442.6292
Leman	Jay	418 W Main St Ste A	Senatobia	MS	38668-2106	662.562.4080
Adams	Steven	6070 Industrial Rd, Ste A	Missoula	MT	59808-8412	406.541.2332
Berceau	Steven	4200 14th Ave S	Great Falls	MT	59405-5558	406.799.3392
Gnivecki	Richard	2615 Connery Way, PO Box 16536	Missoula	MT	59808-6536	406.541.2100
Huff	Donald	1001 S 24th St W, Ste 312	Billings	MT	59102-6467	406.867.0797
Mehr	Jenine	2 1st St E Ste 1A, First and Main Bldg	Kalispell	MT	59901-4553	406.752.7754
Parker	Justin	1324 Central Ave W, PO Box 1154	Great Falls	MT	59404-3971	406.799.5399
Yook	Miyoun	2615 Connery Way, PO Box 16536	Missoula	MT	59808-6536	406.541.2100
Fink	Shelby	303 N Broadway Ste 800	Billings	MT	59101-1244	406.294.9294
Redmon	Tracy	993 S 24th St W, Ste D	Billings	MT	59102-7433	406.652.6662

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Last	First	Address	City	State	Zip Code	Bus Phone
Metcalf	Todd	993 S 24th St W, Ste D	Billings	MT	59102-7433	406.652.6662
Adams	Robert	401 Main St Ste 1, PO Box 2300	Thompson Falls	MT	59873	406.827.6667
Smith	Robert Pete	993 S 24th St W, Ste D	Billings	MT	59102-7433	406.652.6662
Dingle	Scott	434 Fayetteville St Ste 1860	Raleigh	NC	27601-3004	919.578.9014
Fink	Joseph	4030 Wake Forest Rd Ste 108, Unit 3A	Raleigh	NC	27609-6800	919.510.4944
Donohue	Dean	120 Dry Ave Ste 101	Cary	NC	27511-3352	919.971.9345
Briggs	Kevin	183 Wind Chime Court Ste 202, PO Box 97624	Raleigh	NC	27624-7624	919.322.4236
Haehl	Brian	4917 Piedmont Pkwy, Ste 103	Jamestown	NC	27282-7536	336.510.1271
Gordon	Geraldine	8317 Six Forks Rd Ste 105	Raleigh	NC	27615-2105	919.366.5650
Andrada	Emily	5420 Wade Park Blvd, Ste 208	Raleigh	NC	27607-4189	919.803.0308
Kish	John	5420 Wade Park Blvd, Ste 208	Raleigh	NC	27607-4189	919.803.0308
Fitzsimmons	Michael	5420 Wade Park Blvd, Ste 208	Raleigh	NC	27607-4189	919.803.0308
Wallace	Jeffrey	300 A W Arlington Blvd	Greenville	NC	27834-5745	252.355.5222
Beatty	Steven	5420 Wade Park Blvd, Ste 208	Raleigh	NC	27607-4189	919.803.0308
Lang	James	118 N James Street	Goldsboro	NC	27530-3629	919.580.7114
Betts	David	286 W Millbrook Rd	Raleigh	NC	27609-4304	919.870.8930
Pauldine	Debra	183 Wind Chime Court Ste 202, PO Box 97624	Raleigh	NC	27624-7624	919.322.4236
Hausch-Cooper	Dawn	1611 Jones Franklin Rd, Ste 104	Raleigh	NC	27606-3376	919.858.5600
Thomason	Alyssa	111 SE Railroad St	Wallace	NC	28466	910.665.1135
Kiser	Maryann	125 Millstone Drive	Hillsborough	NC	27278-8775	919.644.0202
Kokaly	Jason	300 A W Arlington Blvd	Greenville	NC	27834-5745	252.355.5222
Cargill	Lisa	2500 Regency Pkwy Ste 105	Cary	NC	27518-8549	919.872.2246
Revett	Robert	1780 Heritage Center Dr, Ste 104	Wake Forest	NC	27587-9234	919.720.4980
Osborne	Shaun	321 Jefferson St	Whiteville	NC	28472-3601	910.642.5108
Gamache	Roger	3105 Nash St NW, Ste A	Wilson	NC	27896-1235	252.243.7118
Mirza	Alan	1604 E Fire Tower Rd, Ste C	Greenville	NC	27858-4199	252.355.3200
Harmon	Phillip	40140 Moring	Chapel Hill	NC	27517-8079	919.698.5597
Kildee	William	3332 Bridges St Ste 4	Morehead City	NC	28557-3280	252.773.4287
Huizenga	Timothy	403 Gilead Rd, Ste K	Huntersville	NC	28078-6814	704.895.3771
Mc Manus	Claude	8832 Blakeney Professional Dr, Ste 302	Charlotte	NC	28277-6809	704.944.2080
Frattallone	Sylvia	703 Saint Joseph St Unit 201	Carolina Beach	NC	28428-3857	415.623.2453
Timmer	Brian	3125 Springbank Ln Ste H	Charlotte	NC	28226-3379	704.540.9913
Tran	Anh	8832 Blakeney Professional Dr, Ste 302	Charlotte	NC	28277-6809	704.944.2060
Hendon	Nicholas	310 S Main St, PO Box 103	Jefferson	NC	28640	704.987.2108
Willis	Jaycob	7930 W Kenton Cir Ste 210	Huntersville	NC	28078-1886	704.896.9985
Kuennen	Jason	4500 Cameron Valley Pkwy, Ste 250	Charlotte	NC	28211	704.540.4600
Bosko	Lee	4500 Cameron Valley Pkwy, Ste 250	Charlotte	NC	28211	704.540.4600
Caballero	Adam	3125 Springbank Ln Ste H, Ste 250	Charlotte	NC	28226-3379	704.540.9913
Wielinga	Mark	128 Meadowview Drive	Boone	NC	28607-5211	305.270.8666
Stotenbur	James	805 State Farm Rd, Ste 203	Boone	NC	28607-4914	828.264.0066
Milosavljevi	Stephanie	2 Town Square Blvd, Ste 360	Asheville	NC	28803-5022	828.687.0183
Sommer	Brian	318 2nd Ave NW	Hickory	NC	28601-4944	828.324.1422
Granda	Megan	403 Gilead Rd, Ste K	Huntersville	NC	28078-6814	704.895.3771
Sloan	Mark	3125 Springbank Ln Ste H	Charlotte	NC	28226-3379	704.540.9913
Dollard	Benjamin	3125 Springbank Ln Ste H, PO Box 6	Charlotte	NC	28226-3379	704.540.9913
Piersall	John	3125 Springbank Ln Ste H	Charlotte	NC	28226-3379	704.540.9913
Heinze	Bryan	112 Moses Road Ste B	Rockwell	NC	28138-9566	704.754.5950
Mantyla	Timothy	14120 Ballantyne Corporate Pl, Ste 325	Charlotte	NC	28277-2858	704.469.4473
Dijak	Timothy	13739 Steele Creek Rd Unit 200	Charlotte	NC	28273-7139	704.625.2711
Leroy	Lee	2500 Regency Parkway, Ste 123	Cary	NC	27518-8549	919.637.6521
Schepper	Corey	14120 Ballantyne Corporate Pl, Ste 325	Charlotte	NC	28277-2858	704.469.4473
Sriram	Sankaran	317 Peachtree St	Murphy	NC	28906-3033	828.837.2275
Mihaescu	Dan	3125 Springbank Ln Ste H, PO Box 6	Charlotte	NC	28226-3379	704.540.9913
Steves	John	13739 Steele Creek Rd Unit 200	Charlotte	NC	28273-7139	704.625.2711
Vannice	Thaddeus	200 S State St, Ste 6	Lexington	NC	27292-3371	336.357.7777
Coffield	Michael	247 Oak St Extension, Suite 105	Forest City	NC	28043-4909	828.429.7539
Rocco	Frank	7 Maple Leaf Dr Ste 100	Greensboro	NC	27410-5130	336.285.0803
Raine	Heidi	7 Maple Leaf Dr Ste 100	Greensboro	NC	27410-5130	336.285.0803
Glidden	Mary	7 Corporate Center Ct, Ste B	Greensboro	NC	27408-3839	336.808.1345
Whitbeck	Anthony	3608 W Friendly Ave, Ste 211	Greensboro	NC	27410-4833	336.574.3160
Osborne	William	401 N Edgeworth St, Ste A	Greensboro	NC	27401-2233	336.315.9410
Hart	Lee	1365 Westgate Ctr Dr, Suite A1	Winston Salem	NC	27103-2980	336.659.0172
Gira	Sherry	408 W Mountain St, Ste 101	Kernersville	NC	27284-2534	336.993.3055
Diener	Dwight	1365 Westgate Ctr Dr, Suite A1	Winston Salem	NC	27103-2980	336.659.0172
Kuhn	Jay	2520 N Beech Ln	Greensboro	NC	27455-1276	336.264.6416
Oswald	Thomas	7 Maple Leaf Dr Ste 100	Greensboro	NC	27410-5130	336.285.0803
Kay	Linda	408 W Mountain St, Ste 101	Kernersville	NC	27284-2534	336.993.3055
Cox	David	2734 Henning Dr	Winston-Salem	NC	27106-4502	336.971.3263
Ivezaj	Mark	401 N Edgeworth St, Ste A	Greensboro	NC	27401-2233	336.315.9410
Harrison	Daniel	1435 Freeway Drive, Ste A	Reidsville	NC	27320-7105	336.634.4762
Pohlod	Michael	401 N Edgeworth St, Ste A	Greensboro	NC	27401-2233	336.315.9410
Jankauskas	Mark	508 Arbor Hill Rd, Suite A	Kernersville	NC	27284-3346	336.904.4200
Gilbert	Gregory	1 Oak St, Ste 311	Asheville	NC	28801-3002	828.255.3551
Greenlee	Marc	100 Erkwood Dr, Ste C	Hendersonville	NC	28739-6382	877.524.8868

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Last	First	Address	City	State	Zip Code	Bus Phone
Greer	Thomas	1903 Asheville Hwy, Ste E	Hendersonville	NC	28791-2168	828.513.1040
Hampton	Shaun	6100 Fairview Rd, Ste 1105	Charlotte	NC	28210-4262	704.556.9250
Ingham	Sherrie	6100 Fairview Rd, Ste 1105	Charlotte	NC	28210-4262	704.556.9250
Turner	William	6100 Fairview Rd, Ste 1105	Charlotte	NC	28210-4262	704.556.9250
McLellan	James	6100 Fairview Rd, Ste 1105	Charlotte	NC	28210-4262	704.556.9250
Lyons	Courtenay	6100 Fairview Rd, Ste 1105	Charlotte	NC	28210-4262	704.556.9250
Kulczycki	Jerome	6100 Fairview Rd, Ste 1105	Charlotte	NC	28210-4262	704.556.9250
Nolte	William	1200 S Main St	Waynesville	NC	28786-2148	828.452.0494
Small	Joseph	34 2nd St NW, Ste 300	Hickory	NC	28601-6114	828.324.0127
Davis	Tammy	10130 Mallard Creek Rd, Ste 300	Charlotte	NC	28262-6001	704.503.7524
Curry	Brian	1415 W NC Hwy 54, Ste 115	Durham	NC	27707-5597	919.403.0071
Root	Larry	3720 Benson Dr	Raleigh	NC	27609-7381	919.981.5424
Keown	John	3605 Glenwood Ave Ste 210	Raleigh	NC	27612-3977	919.670.3355
Martin	Thomas	3720 Benson Dr	Raleigh	NC	27609-7381	919.981.5424
Matlock	Lester	2501 Blue Ridge Rd, Ste 490	Raleigh	NC	27607-6366	919.670.2600
Siebenmorgen	Kenneth	3605 Glenwood Ave Ste 210	Raleigh	NC	27612-3977	919.670.3355
Foster	Brantley	200 S Academy St, Ste 200	Cary	NC	27511-3334	252.937.6700
Ekeanyanwu	John	120 Roundabout Ct	Rocky Mount	NC	27804-3573	252.937.6200
Kelso	Russell	200 S Academy St, Ste 200	Cary	NC	27511-3334	252.937.6700
Brown	Robert	7741 Market St Ste F	Wilmington	NC	28411-9444	910.821.9010
Schuster	Jennifer	108 Zebulon Ct, PO Box 7007	Rocky Mount	NC	27804-2420	252.937.6200
Hegde	Stephanie	125 Buckskin Ave Ste 200, Ste 100	Bismarck	ND	58503-8212	701.258.9735
Handly	William	125 Buckskin Ave Ste 200, Ste 100	Bismarck	ND	58503-8212	701.258.9735
Walmsley	Andrew	2300 13th Ave S, Ste B	Fargo	ND	58103-3700	701.232.8886
Craig	James	24 Main St N Ste H	Minot	ND	58703-3104	701.837.5678
Hunter	Kent	125 Buckskin Ave Ste 200, Ste 100	Bismarck	ND	58503-8212	701.258.9735
Scalard	Douglas	30 1st Ave E, Ste 1	Dickinson	ND	58601-5265	701.483.5735
Thompson	Matthew	1500 14th St W, Ste 210	Williston	ND	58801-4064	701.577.4697
Kemna	Reginald	1111 31st Ave SW, Ste A	Minot	ND	58701-2018	701.837.9226
Meyer	Robert	4445 2nd Ave S Ste 1	Fargo	ND	58103-0906	701.532.2700
Rietzke	Jamie	4160 24th Ave S Suite 100	Fargo	ND	58104	701.364.5640
Miller	Charles	4610 Amber Vly Pkwy S	Fargo	ND	58104-8621	701.282.5515
Edwards	Tracy	3350 13th Ave S, Ste G	Fargo	ND	58103-3536	701.476.1215
Schenck	Steven	1245 Lawler Ave	Grafton	ND	58237-1762	701.352.1217
Chambers	Christopher	3425 S Washington St, Ste A	Grand Forks	ND	58201-7101	701.746.5429
Miedema	Neal	3350 13th Ave S, Ste G	Fargo	ND	58103-3536	701.476.1215
Klein	Jason	5622 34th Ave S, Ste 102	Fargo	ND	58104-7302	701.200.4610
Booko	David	15858 W Dodge Dr Ste 320	Omaha	NE	68118-2533	402.938.0435
Kasson	Daniel	15858 W Dodge Dr Ste 320	Omaha	NE	68118-2533	402.938.0435
Graham	Daniel	15858 W Dodge Dr Ste 320	Omaha	NE	68118-2533	402.938.0435
Zeaiter	Fouad	15858 W Dodge Dr Ste 320	Omaha	NE	68118-2533	402.938.0435
Chimner	Gregory	14769 California St Ste 3	Omaha	NE	68154-1952	402.697.7300
Cushard	David	17310 Wright St, Ste 102	Omaha	NE	68130-2405	402.697.7320
Reed	Jason	17310 Wright St, Ste 102	Omaha	NE	68130-2405	402.697.7320
White	G Stephen	14769 California St Ste 3	Omaha	NE	68154-1952	402.697.7300
White	GS Jeremy	14769 California St Ste 3	Omaha	NE	68154-1952	402.697.7300
Switzer	Richard	17310 Wright St, Ste 102	Omaha	NE	68130-2405	402.697.7320
Schenewerk	Dale	2424 S 153rd St	Omaha	NE	68144-1922	402.697.1753
Wilson	Jennifer	14301 FNB Pkwy Suite 304	Omaha	NE	68154-5299	402.965.9055
Deitch	Philip	14301 FNB Pkwy Suite 304	Omaha	NE	68154-5299	402.965.9055
Barbey	Jennifer	14769 California St Ste 3	Omaha	NE	68154-1952	402.697.7300
Mac Donald	Robert	17310 Wright St, Ste 102	Omaha	NE	68130-2405	402.697.7320
Mahmud	Syed	14301 FNB Pkwy Suite 304	Omaha	NE	68154-5299	402.965.9055
Stiegemeier	Bradley	14301 FNB Pkwy Suite 304, Ste 320	Omaha	NE	68154-5299	402.965.9055
Waynick	David	11819 Miracle Hills Dr Ste 101	Omaha	NE	68154-4428	402.491.3400
Adams	John	1111 N 102nd Ct, Ste 320	Omaha	NE	68114-2194	402.334.7265
Fichter	Nicholas	509 N D St, PO Box 392	Fremont	NE	68025-5051	402.721.3100
Steurer	John	3201 Pioneers Blvd, Ste 224	Lincoln	NE	68502-5963	402.421.6672
Souhrada	Timothy	1111 N 102nd Ct, Ste 320	Omaha	NE	68114-2194	402.334.7265
Keidan	Martin	7011 Kentwell Ln Ste 100	Lincoln	NE	68516-6684	402.323.6550
White	Brett	1935 North 120th St	Omaha	NE	68154-1391	402.898.4600
Schultze	Gregory	340 N State St	Osmond	NE	68765-5723	402.748.3200
Sluss	David	2815 13th St	Columbus	NE	68601-4918	402.562.5919
Martin	Suzanne	302 E 6th St, PO Box 606	North Platte	NE	69101-4129	308.532.7350
Snyder	Cathy	208 N 5th St, Ste A	Norfolk	NE	68701-4155	402.371.1074
Malhoit	Barbara	104 E 2nd St, PO Box 335	Laurel	NE	68745-0335	402.256.3111
Desautels	Richard	219 W 1st St, PO Box 95	McCook	NE	69001-3602	308.345.5213
Convery	Patrick	218 West 6th Street, PO Box 307	York	NE	68467-2903	402.362.5342
Kruse	Mark	612 W Benjamin Ave	Norfolk	NE	68701-2982	402.371.6827
Nyitray	Chad	170 Pine Pt	New Durham	NH	03855-2129	781.367.7186
Klug	Shannon	314 Middle St	Portsmouth	NH	03801-5102	603.427.8252
Stuckey	John	314 Middle St	Portsmouth	NH	03801-5102	603.427.8252
Thompson	Karen	210 Rumford St	Concord	NH	03301-4584	603.227.6139
Southard	Charles	Coldstream Park 116 S River Rd, Bldg E Fl 2 Ste 2	Bedford	NH	03110-6734	603.296.0070

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Last	First	Address	City	State	Zip Code	Bus Phone
Rinehart	Sam	188 N Main St Ste 3, Ste 312	Concord	NH	03301-5095	603.226.3537
Dayhoff	Erik	406 Riverway Pl	Bedford	NH	03110-6765	603.296.0022
Schrager	Philip	22 Sawmill Rd	Gilford	NH	03249-6542	603.524.1555
Pericleous	Theophanis	276 Newport Rd Ste 213, PO BOX 2518	New London	NH	03257-5469	603.526.2545
Bowman	Rick	300 Main St, PO Box 983	Plymouth	NH	03264-4518	603.536.2393
Feldmeyer	Ben	210 Rumford St	Concord	NH	03301-4584	603.227.6139
Lake	Joshua	80 Main St	Nashua	NH	03060-2724	603.883.4788
Chaudhry	Neerja	262 S River Rd Ste 201	Bedford	NH	03110-6822	603.623.4972
Polomsky	Darrin	288 S River Rd, Bldg C Unit 1	Bedford	NH	03110-6815	603.589.4021
Fischer	Steven	22 Sawmill Rd, Bldg C Unit 1	Gilford	NH	03249-6542	603.232.8284
Pavon	Joshua	276 Newport Rd Ste 213, PO BOX 2518	New London	NH	03257-5469	603.526.2545
Stefanoff	James	264 S River Rd, Ste 440	Bedford	NH	03110-6939	603.232.8237
Whitehead	April	10 Winding Brook Dr	Stratham	NH	03885-2328	603.580.1616
Lowe	David	50 Nashua Rd Ste 112	Londonberry	NH	03053-3429	603.437.4558
Keele	Greggory	288 S River Rd, Bldg C Unit 3	Bedford	NH	03110-6815	603.232.8266
Larson	Todd	262 S River Rd Ste 201	Bedford	NH	03110-6822	603.623.4972
Polston	Robert	14 Plymouth St Level 1	Meredith	NH	03253-6221	603.279.5393
Perkins	Ryan	262 S River Rd Ste 201	Bedford	NH	03110-6822	603.623.4972
Perez	Michael	262 S River Rd Ste 201	Bedford	NH	03110-6822	603.623.4972
Enmeier	Troy	74 Main St Ste A, PO Box 184	Francestown	NH	03043-3025	603.831.5004
Williams	Kyle	116 S River Rd, Bldg E Fl 1	Bedford	NH	03110-6734	603.296.0030
Quintanar	Kimberly	45 Lyme Rd, Ste 203	Hanover	NH	03755-1221	603.653.0317
Linn	Robert	Coldstream Park 116 S River Rd, Bldg E Fl 2 Ste 2	Bedford	NH	03110-6734	603.296.0070
Ziamba	Sheree	65 Newmarket Rd A	Durham	NH	03824-3127	603.988.9136
Stroud	Michael	262 S River Rd Ste 201	Bedford	NH	03110-6822	603.623.4972
Provenzano	David	111 Maplewood Ave Ste A-2	Portsmouth	NH	03801-3749	603.606.4255
Smith	Bruce	262 S River Rd Ste 201	Bedford	NH	03110-6822	603.623.4972
Hunt	Thomas	1 Tara Blvd, Ste 200	Nashua	NH	03062	603.324.7145
Karimian	David	210 Rumford St	Concord	NH	03301-4584	603.227.6139
Lively	Lance	288 S River Rd, Bldg C Unit 1	Bedford	NH	03110-6815	603.589.4021
Metzler	Bart	302 Riverway Place	Bedford	NH	03110-6764	603.623.7300
Broughton	Michael	288 S River Rd, Bldg C Unit 1	Bedford	NH	03110-6815	603.589.4021
Armada	Francisco	117 West Street Ste 2	Keene	NH	03431-3376	603.499.4454
Patton	Hugh	262 S River Rd Ste 201	Bedford	NH	03110-6822	603.623.4972
Morger	Michael	25 Main St	Salem	NH	03079-1922	603.898.2511
Beddie	George	380 Nashua St	Milford	NH	03055-8959	603.721.7200
Fidder	John	573 Pine St	Manchester	NH	03104-3533	603.682.0007
Hawkins	Stephen	74 Northeastern Blvd, Unit 17A	Nashua	NH	03062-3177	603.598.9880
Sutton	Mark	116 S River Rd, Bldg E Fl 2	Bedford	NH	03110-6734	603.218.1304
Lillis	Brian	13 Main St Ste 4	Sparta	NJ	07871-1915	973.729.0077
Whitt	Barry	500 N Franklin Tpke, Ste 312A	Ramsey	NJ	07446-1177	760.929.0776
Rutledge	Garry	115 Route 46 West, Ste A4	Mountain Lakes	NJ	07046-1655	973.299.9400
Smith	Douglas	54 Hudson St Ste 101A/101B	Freehold	NJ	07728-2243	973.265.1184
Shahan	Bruce	31 Henry Road, PO Box 310	Greendell	NJ	07839-0310	973.300.4842
Wright	Todd	403 Towne Centre Dr Fl 2nd	Hillsborough	NJ	08844-4698	908.262.7830
Jones	Phillip	15 Birch Pkwy	Sparta	NJ	07871-1204	973.726.9405
Torbett	Craig	90 East Halsey Rd Ste 106	Parsippany	NJ	07054-3713	973.265.1185
Forbis	George	90 East Halsey Rd Ste 106	Parsippany	NJ	07054-3713	973.265.1185
Ward	Gregory	90 East Halsey Rd Ste 106	Parsippany	NJ	07054-3713	973.265.1185
Roberts	Jeffrey	90 East Halsey Rd Ste 106	Parsippany	NJ	07054-3713	973.265.1185
Keeton	Derek	90 East Halsey Rd Ste 106	Parsippany	NJ	07054-3713	973.265.1185
Walker	Kyle	663 Lafayette Avenue	Hawthorne	NJ	07506-2436	973.423.3800
Osgood	Brian	163 Burlington Path Rd Ste H	Cream Ridge	NJ	08514-1622	604.223.2000
Goin	Roger	201 W Passaic St, Ste 103	Rochelle Park	NJ	07662-3126	201.845.9111
Gillen	Charles	263 Center Ave Ste 2	Westwood	NJ	07675-1738	201.497.8060
White	Randy	201 W Passaic St, Ste 103	Rochelle Park	NJ	07662-3126	201.845.9111
Kirkwood	David	140 Route 17 N, Ste 316	Paramus	NJ	07652-2817	201.543.2400
Williams	Roger	75 Midland Ave Ste 2	Montclair	NJ	07042-2915	973.744.4500
Jensen	Larry	75 Midland Ave Ste 2	Montclair	NJ	07042-2915	973.744.4500
Santiago	Conrad	141 W Front St Ste 160	Red Bank	NJ	07701-6418	732.747.1673
Sexton	Jennifer	140 Route 17 N, Ste 316	Paramus	NJ	07652-2817	201.543.2400
Campbell	Glenn	The Atrium Ste 390, 80 E Rt 4	Paramus	NJ	07652-2647	201.226.1780
Partridge	Alvin	The Atrium Ste 390, 80 E Rt 4	Paramus	NJ	07652-2647	201.226.1780
Kiefer	Roger	263 Center Ave Ste 2	Westwood	NJ	07675-1738	201.497.8060
Pinkleton	Mark	999 Riverview Dr Ste 201	Totowa	NJ	07512-1165	973.406.5248
Tucker	John	75 Midland Ave Ste 2	Montclair	NJ	07042-2915	973.744.4500
Stevens	Mac	1130 McBride Ave, Ste 303	Woodland Park	NJ	07424-3801	973.256.5663
Stacey	David	3350 State Route 138, Ste 212A Bldg 1	Wall Township	NJ	07719-9694	732.800.3055
Klem	Calvin	2667 Nottingham Way Ste 1	Hamilton	NJ	08619-4116	609.584.9700
Tilley	Gregory	3322 Route 22 West, Bldg 4 Ste 428	Branchburg	NJ	08876-3395	908.768.3533
Bevins	Kenneth	410 Highway 34, Ste 214	Colts Neck	NJ	07722-1017	732.577.0011
Sproles	David	173 Essex Ave Ste 102	Metuchen	NJ	08840-2281	908.485.7882
Smith	Peter	12 Broad St Ste 304 B	Red Bank	NJ	07701-1937	732.362.7592
Sweeney	Jeremy	75 Midland Ave Ste 2	Montclair	NJ	07042-2915	973.744.4500

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### INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Trentham	Brent	491 Bloomfield Ave, Ste 104	Montclair	NJ	07042-3406	973.860.7222
Riggs	Jody	6 Thoreau Dr	Freehold	NJ	07728-4666	732.866.0262
Mc Cutcheon	Stephen	161 S Main St	Milltown	NJ	08850-1800	732.253.0606
Couch	Douglas	1 Bethany Rd Ste 44	Hazlet	NJ	07730-1681	732.717.1034
Hilliard	Robert	129 Summit Ave Fl 2nd	Summit	NJ	07901-2838	212.706.2010
Flynn	James	163 Burlington Path Rd Ste H	Cream Ridge	NJ	08514-1622	604.223.2000
Blaine	Roger	350 Passaic Ave Ste 202	Fairfield	NJ	07004-2024	973.276.3290
Scotchie	James	133 Franklin Corner Rd	Lawrenceville	NJ	08648-2531	609.895.2025
Morgan	Dustin	350 Passaic Ave Ste 202	Fairfield	NJ	07004-2024	973.276.3290
Dunham	David	14 Cliffwood Ave, Ste 250	Matawan	NJ	07747-3934	732.970.7540
Liehr	Daniel	14 Cliffwood Ave Ste 230	Matawan	NJ	07747-3932	732.898.6777
Smojver	George	990 Raritan Rd Ste A	Clark	NJ	07066-1758	908.272.0188
Carlson	Paul	50 Division St Ste 501	Somerville	NJ	08876-2944	908.575.1550
Periord	James	14 Cliffwood Ave, Ste 250	Matawan	NJ	07747-3934	732.970.7540
Vliet	Donald	14 Cliffwood Ave, Ste 250	Matawan	NJ	07747-3934	732.970.7540
Valade	Thomas	101 Crawfords Corner Rd, Ste 1311	Holmdel	NJ	07733-1978	732.967.2665
Jaggi	Christopher	1661 Rte 22 W, PO Box 8132	Bridgewater	NJ	08807-8132	908.575.0905
Franco	Paul	1661 Rte 22 W, PO Box 8132	Bridgewater	NJ	08807-8132	908.575.0905
Myers	Richard	14 Cliffwood Ave, Ste 250	Matawan	NJ	07747-3934	732.970.7540
Ward	Eli	30 Knightsbridge Rd Ste 525	Piscataway	NJ	08854-3963	908.218.1222
Fuller	Jerry	195 US Highway 9 Ste 201	Manalapan	NJ	07726-8119	732.813.0595
Dykstra	Christopher	7 Saddle Ridge Rd	Colts Neck	NJ	07722-1058	732.706.5633
Hartung	James	14 Cliffwood Ave Ste 230	Matawan	NJ	07747-3932	732.898.6777
Slavik	Gary	14 Cliffwood Ave, Ste 250	Matawan	NJ	07747-3934	732.970.7540
Stone	Robert	125 Elm St, Ste 10	Westfield	NJ	07090-3144	908.301.9236
Wales	Dana	28 Plaza 9 C	Manalapan	NJ	07726-3020	732.431.0732
Constantine	Michael	101 Crawfords Corner Rd, Ste 1311	Holmdel	NJ	07733-1978	732.967.2665
Everett	Jimmy	101 Crawfords Corner Rd, Ste 1311	Holmdel	NJ	07733-1978	732.967.2665
Schalk	Scott	1105 Laurel Oak Road, Suite 142	Voorhees	NJ	08043-4312	856.741.8000
Kerschbaum	Robert	1105 Laurel Oak Rd, Ste 154	Voorhees	NJ	08043-4312	856.783.5050
Fash	Chris	1105 Laurel Oak Road, Suite 142	Voorhees	NJ	08043-4312	856.741.8000
Royce	Thomas	1105 Laurel Oak Rd, Ste 154	Voorhees	NJ	08043-4312	856.783.5050
Jones	Steven	525 Route 73 N, Ste 215	Marlton	NJ	08053-3422	856.334.5001
Bushue	Douglas	1105 Laurel Oak Rd, Ste 142	Voorhees	NJ	08043-4312	856.741.8000
Griffith	James	1105 Laurel Oak Rd, Ste 154	Voorhees	NJ	08043-4312	856.783.5050
Botti	Alicia	1105 Laurel Oak Road, Suite 142	Voorhees	NJ	08043-4312	856.741.8000
Deutch	Elizabeth	1105 Laurel Oak Road, Suite 142	Voorhees	NJ	08043-4312	856.741.8000
Mullally	William	1105 Laurel Oak Road, Suite 142	Voorhees	NJ	08043-4312	856.741.8000
Kilgren	Kevin	100 Federal City Rd, Ste C102	Lawrenceville	NJ	08648-1664	609.771.8018
Coates	Robert	1105 Laurel Oak Rd, Ste 154	Voorhees	NJ	08043-4312	856.783.5050
Klassa	Michael	1105 Laurel Oak Road, Suite 142	Voorhees	NJ	08043-4312	856.741.8000
Gallagher	James	1105 Laurel Oak Road, Suite 142	Voorhees	NJ	08043-4312	856.741.8000
Caruana	Anthony	1105 Laurel Oak Road, Suite 142	Voorhees	NJ	08043-4312	856.741.8000
Toth	Gilbert	101 College Rd E, 2nd floor	Princeton	NJ	08540-6601	609.452.2299
Jansen	Jestin	525 Route 73 N, Ste 215	Marlton	NJ	08053-3422	856.334.5001
Perry	Bryan	101 College Rd E, 2nd floor	Princeton	NJ	08540-6601	609.452.2299
Kec	Christopher	101 College Rd E, 2nd floor	Princeton	NJ	08540-6601	609.452.2299
Walker	Christopher	617A Station Ave	Haddon Hgts	NJ	08035-1906	856.547.3339
Faggionato	Keith	2630 E Chestnut Ave, Ste D8	Vineland	NJ	08361-8400	856.696.7300
Kunos	Daniel	200 Schulz Dr Ste 101	Red Bank	NJ	07701-6776	732.772.1172
Unfug	Chris	80 Rt 4 East, Ste 140	Paramus	NJ	07652-2620	201.483.9550
Perry	Vincent	80 Rt 4 East, Ste 140	Paramus	NJ	07652-2620	201.483.9550
Giles	Scott	80 Rt 4 East, Ste 140	Paramus	NJ	07652-2620	201.483.9550
Wells	Kevin	21 Route 31 N, Ste B-8A	Pennington	NJ	08534-1621	908.713.6785
Agrawal	Sudhir	16 Leigh St Unit 1B & 1C, PO Box 5207	Clinton	NJ	08809-1412	908.713.4909
Boswell	Brian	349 Rt 31, Ste 101	Flemington	NJ	08822-5777	908.713.4902
Shamoun	James	73 Newark Pompton Tpke, FL 2	Riverdale	NJ	07457-1426	973.616.8020
Terry	Julie	73 Newark Pompton Tpke, FL 2	Riverdale	NJ	07457-1426	973.616.8020
Douglas	Brian	73 Newark Pompton Tpke, FL 2	Riverdale	NJ	07457-1426	973.616.8020
Maclin	William	73 Newark Pompton Tpke, FL 2	Riverdale	NJ	07457-1426	973.616.8020
Cooper	John	73 Newark Pompton Tpke, FL 2	Riverdale	NJ	07457-1426	973.616.8020
Woodend	Robert	80 E Rt 4 Ste 390, The Atrium	Paramus	NJ	07652-2658	201.226.1780
Whitehead	James	East 80 Route 4, Ste 160	Paramus	NJ	07652-2647	201.843.2330
Renaud	Richard	80 E Rt 4 Ste 390, The Atrium	Paramus	NJ	07652-2658	201.226.1780
Tucker	Glenn	104 Union Ave, Fl 1 Ste 1	Manasquan	NJ	08736-3625	732.292.1780
Duerr	John	1064 S Main St, Ste 1A	West Creek	NJ	08092-2913	609.318.8000
Pippin	Steven	80 E Rt 4, Ste 390	Paramus	NJ	07652-2658	201.226.1780
Burnett	Jeffrey	80 E Rt 4 Ste 390, The Atrium	Paramus	NJ	07652-2658	201.226.1780
Bates	David	80 E Rt 4 Ste 390, The Atrium	Paramus	NJ	07652-2658	201.226.1780
Dicks	John	700 Lake St Ste 700B	Ramsey	NJ	07446-1246	609.385.2529
Mullaney	Gregory	141 W Front St, Ste 160	Red Bank	NJ	07701-6418	732.747.1673
Shelley	Barry	141 W Front St, Ste 160	Red Bank	NJ	07701-6418	732.747.1673
Glowka	Nicole	141 W Front St, Ste 160	Red Bank	NJ	07701-6418	732.747.1673
Jacobs	Jay	273 State Route 34	Colts Neck	NJ	07722-2437	732.239.8321

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Last	First	Address	City	State	Zip Code	Bus Phone
Greenwell	Heath	273 State Route 34	Colts Neck	NJ	07722-2437	732.239.8321
Hayes	Brandon	280 State Route 35 S, Ste 106	Red Bank	NJ	07701-5940	732.359.3300
Thacker	Andrew	147 Union Ave Ste 203	Manasquan	NJ	08736-3648	732.528.1110
Charnes II	Greg M	25A Hanover Rd Ste 103	Florham Park	NJ	07932-1441	973.633.0877
Dalton	Erick	25A Hanover Rd Ste 103	Florham Park	NJ	07932-1441	973.633.0877
Thomas	David	25A Hanover Rd Ste 103	Florham Park	NJ	07932-1441	973.633.0877
Powers	Mark	1250 E Ridgewood Ave	Ridgewood	NJ	07450-3956	917.460.7863
Scales	Scott	1250 E Ridgewood Ave	Ridgewood	NJ	07450-3956	917.460.7863
Dobbyn	Richard	50 Run Creek Pl	Marmora	NJ	08223-1290	609.390.2220
Schneider	Dennis	2021 New Rd, 12 Linwood Professional Plaza	Linwood	NJ	08221-1045	609.653.0052
Watson	William	2021 New Rd, 12 Linwood Professional Plaza	Linwood	NJ	08221-1045	609.653.0052
Chaney	Travis	2021 New Rd, 12 Linwood Professional Plaza	Linwood	NJ	08221-1045	609.653.0052
Wiitala	Amy	2021 New Rd, 12 Linwood Professional Plaza	Linwood	NJ	08221-1045	609.653.0052
Wells	Derrick	2021 New Rd, 12 Linwood Professional Plaza	Linwood	NJ	08221-1045	609.653.0052
Stewart	Michael	3800 Bayshore Rd Ste B	Cape May	NJ	08204-3208	609.445.4553
Bates	Donald	57 S Broadway Ste C	Pitman	NJ	08071-1413	856.218.7030
O'Neil	Todd	19 McPherson Drive	Flemington	NJ	08822-2643	908.237.5199
Bellucci	Jeffrey	333 Bloomfield Ave Ste 302	Caldwell	NJ	07006-5167	201.221.7373
Irby	Bruce	333 Bloomfield Ave Ste 302	Caldwell	NJ	07006-5167	201.221.7373
Heick	Carl	24 N Main St	Lambertville	NJ	08530-2104	610.397.0197
Johnson	Rebecca	333 Bloomfield Ave Ste 302	Caldwell	NJ	07006-5167	201.221.7373
Satterwhite	David	333 Bloomfield Ave Ste 302	Caldwell	NJ	07006-5167	201.221.7373
Hester	Stephen	333 Bloomfield Ave Ste 302	Caldwell	NJ	07006-5167	201.221.7373
Smith	John	222 New Road, Suite 503	Linwood	NJ	08221-1284	609.484.8885
Edwards	Scott	92 Nassau St	Princeton	NJ	08542-4530	609.279.1950
Akers	Byron	100 Overlook Center, 2nd Fl	Princeton	NJ	08540-7814	604.375.2154
Smallwood	Terry	100 Overlook Center, 2nd Fl	Princeton	NJ	08540-7814	604.375.2154
Huber	Graig	24 Mine St, Ste 201	Flemington	NJ	08822-6500	908.782.7673
Kaiser	Joseph	Five Greentree Center, 525 Route 73 N Ste 200	Marlton	NJ	08053-3422	856.797.0200
Argoudelis	James	3000 Atrium Way, Ste 510	Mount Laurel	NJ	08054-3914	856.669.2600
Stewart	John	3000 Atrium Way, Ste 510	Mount Laurel	NJ	08054-3914	856.669.2600
Rench	Daniel	Five Greentree Center, 525 Route 73 N Ste 200	Marlton	NJ	08053-3422	856.797.0200
Palotas	John	Five Greentree Center, 525 Route 73 N Ste 200	Marlton	NJ	08053-3422	856.797.0200
Meyer	Brian	Five Greentree Center, 525 Route 73 N Ste 200	Marlton	NJ	08053-3422	856.797.0200
Wurster	Justin	3000 Atrium Way, Ste 510	Mount Laurel	NJ	08054-3914	856.669.2600
Sawada	Noel	3000 Atrium Way, Ste 510	Mount Laurel	NJ	08054-3914	856.669.2600
Saldivar	Rodolfo	3000 Atrium Way, Ste 510	Mount Laurel	NJ	08054-3914	856.669.2600
Tiplick	Andrew	Five Greentree Center, 525 Route 73 N Ste 200	Marlton	NJ	08053-3422	856.797.0200
Jung	Anthony	Five Greentree Center, 525 Route 73 N Ste 200	Marlton	NJ	08053-3422	856.797.0200
Dolen	Kevin	3000 Atrium Way, Ste 510	Mount Laurel	NJ	08054-3914	856.669.2600
Wales	Robert	3000 Atrium Way, Ste 510	Mount Laurel	NJ	08054-3914	856.669.2600
Minnich	Chhyavuooh	525 Route 73 N Ste 303	Marlton	NJ	08053-3422	609.654.7400
Schaeffer	Kyle	3000 Atrium Way, Ste 510	Mount Laurel	NJ	08054-3914	856.669.2600
Meister	Tim	Five Greentree Center, 525 Route 73 N Ste 200	Marlton	NJ	08053-3422	856.797.0200
Derado	Matthew	525 Route 73 N Ste 303	Marlton	NJ	08053-3422	609.654.7400
Blomberg	Stephen	3000 Atrium Way, Ste 510	Mount Laurel	NJ	08054-3914	856.669.2600
Highfield	Kristen	3000 Atrium Way, Ste 510	Mount Laurel	NJ	08054-3914	856.669.2600
Schofield	Donald	Five Greentree Center, 525 Route 73 N Ste 200	Marlton	NJ	08053-3422	856.797.0200
Lake	James	Five Greentree Center, 525 Route 73 N Ste 200	Marlton	NJ	08053-3422	856.797.0200
Myers	Michelle	100 Center Blvd Ste F	Marlton	NJ	08053-4128	856.988.9113
Hopkins	James	100 Center Blvd Ste F	Marlton	NJ	08053-4128	856.988.9113
Jones	Thomas	3850 Masthead St NE	Albuquerque	NM	87109-4479	505.884.5757
Anderson	Patrick	3850 Masthead St NE	Albuquerque	NM	87109-4479	505.884.5757
Stump	Todd	3850 Masthead St NE	Albuquerque	NM	87109-4479	505.884.5757
Doolittle	Lorri	107 Bryn Mawr Dr SE	Albuquerque	NM	87106-2209	505.962.2166
Reynolds	Jason	3850 Masthead St NE	Albuquerque	NM	87109-4479	505.884.5757
Grenia	Brian	8500 Menaul Blvd NE Ste A-317	Albuquerque	NM	87112-2286	505.437.8082
Adair	Stephen	1690 S Telsor Blvd, Ste 2	Las Cruces	NM	88011-4889	575.993.5769
Henry	Jason	300 Galisteo St, Ste 101	Santa Fe	NM	87501-2607	505.995.0714
Meyer	Jeffery	6501 Wyoming Blvd NE Bldg E	Albuquerque	NM	87109-0030	505.822.7924
Hughes	Michael	500 Damonte Ranch Pkwy, Ste 735	Reno	NV	89521-3964	775.829.7210
Bulgarelli	Angela	500 Damonte Ranch Pkwy, Ste 735	Reno	NV	89521-3964	775.829.7210
Reynolds	Tom	5305 Reno Corporate Dr, Ste 200	Reno	NV	89511-2381	775.853.1503
Sierawski	Marcus	500 Damonte Ranch Pkwy, Ste 735	Reno	NV	89521-3964	775.829.7210
Segelle	Kyle	709 E Telegraph St	Carson City	NV	89701-4219	775.884.0188
Bushery	Timothy	241 Ridge St Ste 220	Reno	NV	89501-2056	775.683.3555
Boersig	David	2831 St Rose Pkwy, Ste 200	Henderson	NV	89052-4841	702.818.1111
Mariani	Karen	7465 W Lake Mead Blvd, Ste 100	Las Vegas	NV	89128-1033	702.457.9876
Knarr	Joseph	1781 Village Center Circle, Suite 140	Las Vegas	NV	89134-0573	702.395.8100
Burke	Matthew	10161 Park Run Dr, Ste 150	Las Vegas	NV	89145-8872	702.388.1116
Beaudoin	John	231 N Buffalo Dr, Ste B	Las Vegas	NV	89145-0305	702.240.7300
Brandt	Alison	2470 Saint Rose Pkwy Ste 305	Henderson	NV	89074-7775	702.938.8080
Maruyama	Donald	2900 Horizon Ridge Pkwy, Ste 201	Henderson	NV	89052-5014	702.992.6300
Bajaj	Vijay	231 N Buffalo Dr, Ste B	Las Vegas	NV	89145-0305	702.240.7300

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## EXHIBIT J INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Yackey	Mark	606 South 9th Street	Las Vegas	NV	89101-7013	702.794.0400
Arlington	Janice	7477 W Lake Mead Blvd, Ste 110	Las Vegas	NV	89128-0374	702.534.7502
Prendergast	Michael	7477 W Lake Mead Blvd, Ste 110	Las Vegas	NV	89128-0374	702.534.7502
Grazioso	Patricia	2470 Saint Rose Pkwy Ste 305	Henderson	NV	89074-7775	702.938.8080
Gautam	Paras	9121 W Russell Rd, Ste 214	Las Vegas	NV	89148-1239	702.990.5873
Cook	Michael	7251 W Lake Mead Blvd, Ste 210	Las Vegas	NV	89128	702.256.1450
Stalcup	Stephen	90 Linden Oaks, Ste 230	Rochester	NY	14625-2830	585.461.2280
Self	Brandon	90 Linden Oaks, Ste 230	Rochester	NY	14625-2830	585.461.2280
Burke	John	2024 W Henrietta Rd, Ste 5k	Rochester	NY	14623-1360	585.475.9430
Sorensen	Valerie	104 W Miller St Ste 22	Newark	NY	14513-1463	315.331.1177
Carver	Daniel	25 Clinton Avenue	Cortland	NY	13045-2101	607.753.6785
Kleppe	Kory	43 S Broad St	Norwich	NY	13815-1691	607.373.3914
Mathews	Michael	113 Main St	Batavia	NY	14020-2100	585.343.4551
Wright	Jean	307 Wall Street Suite 7B	Kingston	NY	12401-8001	845.481.4077
Gosa	Roderick	568 N Main St Ste 204	Brewster	NY	10509-1231	845.363.1666
Grisak	Bryan	4 Atrium Dr, Ste 200	Albany	NY	12205-1441	518.942.2039
Herman	Aubrey	5 Palisades Dr, Ste 320	Albany	NY	12205-6433	518.458.7200
Shults	Joseph	4 Atrium Dr, Ste 200	Albany	NY	12205-1441	518.942.2039
Moore	Christopher	1654 Columbia Turnpike	Castleton	NY	12033-9572	518.479.0522
Reibold	John	5 Palisades Dr, Ste 320	Albany	NY	12205-6433	518.458.7200
Miller	Joseph	17 Limestone Dr, Ste 7	Williamsville	NY	14221-8601	716.204.1049
Brazen	David	8310 Wehrle Dr	Williamsville	NY	14221-7334	716.626.3296
Benson	Mitchell	2310 Wehrle Dr	Williamsville	NY	14221-7021	716.634.6667
Strickman	Adam	702 Davison Rd	Lockport	NY	14094-5371	716.478.4320
Minnig	Scott	17 Limestone Dr, Ste 7	Williamsville	NY	14221-8601	716.204.1049
Kropatsch	Paul	2498 Union Road	Cheektowaga	NY	14227-2231	716.668.0535
Hubbard	Larry	17 Limestone Dr, Ste 7	Williamsville	NY	14221-8601	716.204.1049
Schumacher	Stacia	6622 Main St, Ste 2	Williamsville	NY	14221-5968	716.565.3880
Greenwood	Sallye	219 E Main St	Batavia	NY	14020-2228	585.219.4602
Conley	Coleman	17 Limestone Drive, Suite 8	Williamsville	NY	14221-8601	716.626.6750
Valero	Marlene	219 E Main St	Batavia	NY	14020-2228	585.219.4602
Ross	Stephen	2390 N Forest Rd, Ste 1	Getzville	NY	14068-1294	716.636.5480
Jensen	Craig	4241 Maple Rd	Amherst	NY	14226-1039	716.831.8944
Krantz	Kenneth	4476 Main St Ste 202	Amherst	NY	14226-4465	716.768.2972
Allison	Andrew	6622 Main St, Ste 2	Williamsville	NY	14221-5968	716.565.3880
Harris	William	4476 Main St Ste 202	Amherst	NY	14226-4465	716.768.2972
Heyda	Harriet	158 N Union St	Olean	NY	14760-2735	716.372.0100
Nelson	John	1 Seneca St Ste 2900	Buffalo	NY	14203-2734	716.622.7356
Tabbone	Meredith	2290 East Ave, 2nd Fl	Rochester	NY	14610-2567	585.295.0351
Grezlik	Matthew	2024 W Henrietta Road, Suite 3B	Rochester	NY	14623-1358	585.424.1480
Sitar	Phillip	8 Denison Pkwy E Ste 405	Corning	NY	14830-2636	607.962.8430
Davenport-Yant	Mary	2024 W Henrietta Rd, Ste 5D	Rochester	NY	14623-1360	585.292.9850
Downing	James	2290 East Ave, 3rd floor	Rochester	NY	14610-2567	716.295.2140
Jacobs	Eric	240 Redtail Ste 13	Orchard Park	NY	14127-1582	716.671.9007
Baidel	Robert	2024 W Henrietta Rd, Ste 5D	Rochester	NY	14623-1360	585.292.9850
Joerke	Leslie	2290 East Ave, 3rd floor	Rochester	NY	14610-2567	716.295.2140
Bachmann	Daniel	2290 East Ave, 3rd floor	Rochester	NY	14610-2567	716.295.2140
Nolan	Luke	43 S Broad St	Norwich	NY	13815-1691	607.353.5170
Lackowski	William	43 Broadway Ste 2-8	Saranac Lake	NY	12983-1719	518.891.2086
Rolfes	John	1100 Goodman St S Ste 105	Rochester	NY	14620-2530	585.292.9851
Vorbeck	David	29 Tall Oaks Drive	Seneca Falls	NY	13148-1133	315.568.9000
Bynum	William	80 Wolf Rd, First Floor	Albany	NY	12205-2608	518.459.5500
Bumgardner	Shawn	5786 Widewaters Pkwy	Syracuse	NY	13214-1865	315.449.1563
Nanasi	Peter	3 Hemphill Pl Ste 110	Malta	NY	12020-4420	518.581.7550
Cichowias	Janice	7672 Oswego Rd	Liverpool	NY	13090-2946	315.546.0023
Anderson	Ryan	7672 Oswego Rd	Liverpool	NY	13090-2946	315.546.0023
Millio	Christopher	184 Front St	Owego	NY	13827-1557	607.223.4603
Fitzmorris	Michael	5786 Widewaters Pkwy	Syracuse	NY	13214-1865	315.449.1563
Kellmann	Laura	43 Paris Rd	New Hartford	NY	13413-2342	315.724.2345
Mehraban	Zahra Sara	97 W Utica Street	Oswego	NY	13126-3045	315.342.1227
Forrester	John	950 Danby Rd Ste 100-B	Ithaca	NY	14850-5795	607.272.0777
Murray	Sarah	21 Fennell St, Ste 2	Skaneateles	NY	13152-1117	315.685.1959
Dubinski	Philip	12 W State St	Dolgeville	NY	13329-1116	315.429.8219
Cunningham	Matthew	2406 Genesee St	Utica	NY	13502-5813	315.724.5078
Roy	Kristen	1205 Troy Schenectady Rd, Ste 103	Latham	NY	12110-1074	518.486.4401
Hunter	Jonathan	7518 S State St	Lowville	NY	13367-1531	315.376.8027
Murray	Jay	52 Genesee St	New Hartford	NY	13413-2468	315.724.5200
Schafer	Jon	2900 Westchester Ave Ste 300	Purchase	NY	10577-2551	914.373.6835
Nelson	Troy	127 N Main St	Cortland	NY	13045-1225	607.344.0011
Sims	Frank	5750 Commons Park	East Syracuse	NY	13057-9400	315.701.2983
Childress	James	120 E Washington St Ste 926	Syracuse	NY	13202-4010	315.218.5041
Larlee	Katherine	241 E Genesee St	Syracuse	NY	13202-1409	315.234.7021
Schneider	Jeffrey	7800 State Route 5	Clinton	NY	13323-1012	315.853.2767
Fruin	John	1550 Vestal Pkwy E, Ste B	Vestal	NY	13850-1819	607.321.2501

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### INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Widener	Kevin	56 Clifton Country Rd Ste 102	Clifton Park	NY	12065-3995	518.400.1099
Goodall	George	1345 Avenue of The Americas, Fl 33 Ofc 33138	New York	NY	10105-3105	212.551.1196
Parker	Jon	100 Quentin Roosevelt Blvd, Ste 405	Garden City	NY	11530-4844	516.629.9900
Brooks	Scott	48 S Service Rd Ste 403, Ste 301	Melville	NY	11747-2335	516.248.3900
Biladeau	Carol	1600 Stewart Ave, Ste 303	Westbury	NY	11590-6611	516.683.1111
Kisker	Douglas	90 Merrick Ave, Ste 403	East Meadow	NY	11554-1571	516.861.3521
Marsh	Vicki	100 Quentin Roosevelt Blvd, Ste 405	Garden City	NY	11530-4844	516.629.9900
Knapp	Steven	100 Quentin Roosevelt Blvd, Ste 405	Garden City	NY	11530-4844	516.629.9900
Siffel	Theodore	390 N Broadway Ste 240	Jericho	NY	11753-2110	516.231.1000
Wallace	Robert	1600 Stewart Ave, Ste 303	Westbury	NY	11590-6611	516.683.1111
Emery	Brian	333 Jericho Tpke Ste 232	Jericho	NY	11753-1100	516.513.1175
Woodruff	Joseph	1600 Stewart Ave, Ste 303	Westbury	NY	11590-6611	516.683.1111
Bell	Douglas	390 N Broadway Ste 240	Jericho	NY	11753-2110	516.231.1000
Sackett	William	90 Merrick Ave, Ste 403	East Meadow	NY	11554-1571	516.861.3521
Chapman	Lindsey	49 W Merrick Rd, Ste 104	Freeport	NY	11520-3751	516.442.3254
Thorpe	James	41 Front St Fl 2nd	Rockville Centre	NY	11570-4057	516.255.0003
Noonan	Craig	90 Merrick Ave, Ste 403	East Meadow	NY	11554-1571	516.861.3521
Sailus	Raymond	100 Quentin Roosevelt Blvd, Ste 405	Garden City	NY	11530-4844	516.629.9910
Austria	Daniel	6900 Jericho Tpke, Suite 201	Syosset	NY	11791-4499	516.730.1007
Milano	Frances	200 Summit Lake Dr Ste 360	Valhalla	NY	10595-1338	914.236.1202
McCorkel	Julie	6900 Jericho Tpke, Suite 201	Syosset	NY	11791-4499	516.730.1007
Zeidman	Kent	6900 Jericho Tpke, Suite 201	Syosset	NY	11791-4499	516.730.1007
Moore	Ryan	100 Quentin Roosevelt Blvd, Ste 405	Garden City	NY	11530-4844	516.629.9910
Kaiser	Mark	6900 Jericho Tpke, Suite 201	Syosset	NY	11791-4499	516.730.1007
Gramkow	David	1600 Stewart Ave, Ste 303	Westbury	NY	11590-6611	516.683.1111
Grote	Curtis	100 Quentin Roosevelt Blvd, Ste 405	Garden City	NY	11530-4844	516.629.9900
Strand	David	390 N Broadway Ste 240	Jericho	NY	11753-2110	516.231.1000
Nelson Boyd	Cheryl	265 Sunrise Hwy, Ste 40	Rockville Centre	NY	11570-4912	516.415.7756
Bengtson	Brett	400 Rella Blvd Ste 165	Suffern	NY	10901-8114	914.909.6470
Barth	Michael	265 Sunrise Hwy, Ste 40	Rockville Centre	NY	11570-4912	516.415.7756
Hayden	Kathleen	1979 Marcus Ave Ste 210	Lake Success	NY	11042-1022	516.622.2212
Snell	Glen	25 Main St, Ste 3-2	Goshen	NY	10924-2144	845.291.7000
Pater	David	176 Church St	Poughkeepsie	NY	12601-4165	845.454.3021
Langhofer	Chad	176 Church St	Poughkeepsie	NY	12601-4165	845.454.3021
Mc Millan	Barry	50 Main Street, Suite 1560	White Plains	NY	10606-1901	914.747.0810
Miller	Diana	25 Main St, Ste 3-2	Goshen	NY	10924-2144	845.291.7000
Woody	Mark	2345 Route 52, Ste 2L	Hopewell Junction	NY	12533-3219	845.227.4951
Waugh	Chuck	2345 Route 52, Ste 2L	Hopewell Junction	NY	12533-3219	845.227.4951
Graham	Larry	25 Main St, Ste 3-2	Goshen	NY	10924-2144	845.291.7000
Bell	Brett	488 Freedom Plains Rd, Suite 105	Poughkeepsie	NY	12603-2697	845.452.9267
Richardson	Lori	2345 Route 52, Ste 2L	Hopewell Junction	NY	12533-3219	845.227.4951
Prewitt	Sean	27 Collegeview Ave	Poughkeepsie	NY	12603-2456	845.495.3848
Bragg	Idonna	176 Church St	Poughkeepsie	NY	12601-4165	845.454.3021
Hale	Richard	590 Madison Ave Fl 21	New York	NY	10022-2545	646.736.8175
Monserate	Edward	176 Church St	Poughkeepsie	NY	12601-4165	845.454.3021
Johnson	Phillip	4130 75th St, FL 1 Ste 3	Elmhurst	NY	11373-1852	718.458.0908
Murray	Seth	108-37 71st Ave, Ste 7F	Forest Hills	NY	11375-4535	718.897.7193
Penney	Ron	445 Broadhollow Rd, Ste 317	Melville	NY	11747-3601	361.396.1032
Dougherty	Paula	1174 Veterans Memorial Hwy	Hauppauge	NY	11788-4459	631.770.0335
Donaldson	Lisa	One Corporate Drive, Ste 202	Bohemia	NY	11716-2663	631.582.9770
Janzen	Stephen	1673 County Rd 39	Southampton	NY	11968-5298	631.283.8482
Marks	Julie	1174 Veterans Memorial Hwy	Hauppauge	NY	11788-4459	631.770.0335
Thompson	Kelly	800 Veterans Memorial Hwy, Ste 100	Hauppauge	NY	11788-2948	631.418.8000
Mc Garraugh	Drew	1200 Veterans Hwy, Ste 105	Hauppauge	NY	11788	631.663.3133
Rabito	Emile	201 Moreland Rd Ste 2	Hauppauge	NY	11788-3922	516.662.1443
Gayden	Gary	2150 Joshuas Path Ste 200	Hauppauge	NY	11788-4765	631.858.0288
Boeckman	Daniel	One Corporate Drive, Ste 202	Bohemia	NY	11716-2663	631.582.9770
Gedert	Jason	445 Broadhollow Rd, Ste 317	Melville	NY	11747-3601	361.396.1032
Wagner	Susan	One Corporate Drive, Ste 202	Bohemia	NY	11716-2663	631.582.9770
Evola	David	1174 Veterans Memorial Hwy	Hauppauge	NY	11788-4459	631.770.0335
Gouvernayre	Elizabeth	800 Veterans Memorial Hwy, Ste 100	Hauppauge	NY	11788-2948	631.418.8000
Piotrowski	Kathy	1174 Veterans Memorial Hwy	Hauppauge	NY	11788-4459	631.770.0335
Phillips	Wayne	145 Pinelawn Rd, Ste 340N	Melville	NY	11747-3241	631.683.5570
Pittman	Stanley	150 Broadhollow Rd, Ste 205	Melville	NY	11747-4901	631.923.0888
Fitzhugh	Erika	145 Pinelawn Rd, Ste 340N	Melville	NY	11747-3241	631.683.5570
Gray	Thomas	445 Broadhollow Rd, Ste 317	Melville	NY	11747-3601	361.396.1032
DeMark	Paul	1174 Veterans Memorial Hwy	Hauppauge	NY	11788-4459	631.770.0335
Topp	Jason	1174 Veterans Memorial Hwy	Hauppauge	NY	11788-4459	631.770.0335
Larson	John	1174 Veterans Memorial Hwy	Hauppauge	NY	11788-4459	631.770.0335
Kajmakoski	Tony	1174 Veterans Memorial Hwy, Ste 330	Hauppauge	NY	11788-4459	631.770.0335
Foster	Joseph	445 Broadhollow Rd, Ste 317	Melville	NY	11747-3601	631.396.1251
Vidal	John	1174 Veterans Memorial Hwy	Hauppauge	NY	11788-4459	631.770.0335
Lozanoski	Tom	445 Broadhollow Rd, Ste 317	Melville	NY	11747-3601	361.396.1032
O'Keefe	Joseph	55000 Main Road, PO Box 1438	Southold	NY	11971-0938	631.765.5100

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Last	First	Address	City	State	Zip Code	Bus Phone
Buuck	Douglas	100 S Jersey Ave Unit 11	East Setauket	NY	11733-2035	631.353.7880
Beagle	Curtis	1200 Veterans Hwy, Ste 105	Hauppauge	NY	11788	631.663.3133
Riggle	John	145 Pinelawn Rd, Ste 340N	Melville	NY	11747-3241	631.683.5570
Harsh	Jason	7 E Carver St	Huntington	NY	11743-3409	631.414.7354
Johnson	Jeffrey	800 Westchester Ave, Ste 508	Rye Brook	NY	10573-1354	914.253.0880
Luedtke	Richard	800 Westchester Ave, Ste 508	Rye Brook	NY	10573-1354	914.253.0880
Close	Kenneth	800 Westchester Ave, Ste 508	Rye Brook	NY	10573-1354	914.253.0880
Jordan	Tina	7 Wisner Rd	Warwick	NY	10990-3685	914.253.8800
Wagoner	Gregory	200 Summit Lake Dr Ste 210	Valhalla	NY	10595-1360	914.236.1200
Austin	Brian	800 Westchester Ave, Ste 300	Rye Brook	NY	10573-1354	914.253.8800
Rodriguez	Daniel	200 Summit Lake Dr Ste 210	Valhalla	NY	10595-1360	914.236.1200
Rowell	Edmon	427 Bedford Rd, Ste 210	Pleasantville	NY	10570-3035	914.801.7800
Lowe	Grace	800 Westchester Ave, Ste 508	Rye Brook	NY	10573-1354	914.253.0880
Klein	Marc	800 Westchester Ave, Ste 300	Rye Brook	NY	10573-1354	914.253.8800
Gemmer	Charles	427 Bedford Rd, Ste 110	Pleasantville	NY	10570-3034	914.769.2800
Ben Yahia	Mohamed	800 Westchester Ave, Ste 508	Rye Brook	NY	10573-1354	914.835.3600
Fahel	Bassam	800 Westchester Ave, Ste 508	Rye Brook	NY	10573-1354	914.253.0880
Partyka	Jason	842 Fort Salonga Rd Ste 2	Northport	NY	11768-2266	631.239.1176
Ahmad	Aftab	1 Crosfield Ave Ste 300	West Nyack	NY	10994-2229	
Allen	Denise	2 Westchester Park Dr, Ste 103	White Plains	NY	10604-3424	914.219.4632
Valle	Christopher	200 Summit Lake Dr Ste 210	Valhalla	NY	10595-1360	914.236.1200
Hurwitz	David	2 Westchester Park Dr, Ste 103	White Plains	NY	10604-3424	914.219.4632
Thoms	Brian	800 Westchester Ave, Ste S-508	Rye Brook	NY	10573-1332	914.269.6739
Martin	Joseph	2 Westchester Park Dr, Ste 103	White Plains	NY	10604-3424	914.219.4632
Morgan	Awad	399 Knollwood Rd Ste 212	White Plains	NY	10603-1937	914.237.5500
Brostrom	Ilene	399 Knollwood Rd Ste 212	White Plains	NY	10603-1937	914.237.5500
Gross	Andrew	1 Blue Hill Plz, Ste 1509 Lbby Level	Pearl River	NY	10965-3165	845.653.3272
Hemsley	Joseph	1969 Palmer Ave, Ste 206	Larchmont	NY	10538-2439	914.844.7709
Shiring	Christopher	175 S Wellwood Ave	Lindenhurst	NY	11757-4902	631.450.4100
Berlin	Mitchell	90 N Broadway Suite 104	Irrington	NY	10533-3200	914.591.1100
Tilghman	Edward	200 W 41st Street, 21st Floor East	New York	NY	10036-7222	646.650.5074
Beriss	Michael	98 Cuttermill Rd, Ste 248 S	Great Neck	NY	11021-3010	516.570.4300
Brandriss	Levi	377 Oak St, Ste 103	Garden City	NY	11530-6553	516.299.6362
Mc Geever	Daniel	401 Franklin Ave, Ste 101 & Ste 103	Garden City	NY	11530-5942	516.345.2600
Hersh	Steven	401 Franklin Ave, Ste 101 & Ste 103	Garden City	NY	11530-5942	516.345.2600
Lupica	Leonard	377 Oak St, Ste 103	Garden City	NY	11530-6553	516.299.6362
Saavedra	Maximiliano	377 Oak St, Ste 103	Garden City	NY	11530-6553	516.299.6362
Williams	Mark	377 Oak St, Ste 103	Garden City	NY	11530-6553	516.299.6362
Hoffman	Benjamin	401 Franklin Ave, Ste 101 & Ste 103	Garden City	NY	11530-5942	516.345.2600
Hoffman	Steven	401 Franklin Ave, Ste 101 & Ste 103	Garden City	NY	11530-5942	516.345.2600
Keenan	Scott	515 Broadhollow Rd Ste 800	Melville	NY	11747-3738	516.908.1908
Bose	Gautam	4510 Merrick Rd	Massapequa	NY	11758-6008	516.797.7591
Perloth	Howard	500 N Broadway Ste 144	Jericho	NY	11753-2128	516.797.7590
Salinski	Jason	500 N Broadway Ste 144	Jericho	NY	11753-2128	516.797.7590
Farabaugh	Randal	4510 Merrick Rd	Massapequa	NY	11758-6008	516.797.7591
Bauers	Kathy	1 Huntington Quad Ste 3N15	Melville	NY	11747-4431	631.396.2075
Gioia	Michael	4510 Merrick Rd	Massapequa	NY	11758-6008	516.797.7591
Betz	Jason	745 5th Ave Ste 500	New York	NY	10151-0099	646.354.6517
Erhard	Bridget	122 E 42nd St Ste 2215	New York	NY	10168-2297	646.964.9460
Duffie	Andre	1185 Avenue of the Americas, Fl 3	New York	NY	10036-2600	212.520.0947
Scheff	Ronald	455 W 23rd St, Ste 1F	New York	NY	10011-2156	212.227.9040
Boatmon	Matthew	481 8th Ave Ste 1130	New York	NY	10001-1809	212.967.1428
De Prisco	Jeffrey	122 E 42nd St Ste 2215	New York	NY	10168-2297	646.964.9460
DeMars	James	122 E 42nd St Ste 2215	New York	NY	10168-2297	646.964.9460
Orth	Kimberlee	1430 Broadway Ste 305	New York	NY	10018-9224	646.292.8010
Amodei	Joseph	122 E 42nd St Ste 2215	New York	NY	10168-2297	646.964.9460
Allen	Robert	455 W 23rd St, Ste 1F	New York	NY	10011-2156	212.227.9040
Gibler	Paul	122 E 42nd St Ste 2215	New York	NY	10168-2297	646.964.9460
Hayes	James	122 E 42nd St Ste 2215	New York	NY	10168-2297	646.964.9460
Moore	Danielle	122 E 42nd St Ste 2215	New York	NY	10168-2297	646.964.9460
Amoroso	Dylan	455 W 23rd St, Ste 1F	New York	NY	10011-2156	212.227.9040
Herring	Edward	455 W 23rd St, Ste 1F	New York	NY	10011-2156	212.227.9040
Niedzwiecki	Michael	30 Wall St, Fl 8	New York	NY	10005-2205	212.709.8277
Juergensen	Richard	600 Mamaroneck Ave Ste 424	Harrison	NY	10528-1613	914.301.9404
Pearlstein	Jonathan	122 E 42nd St Ste 2215	New York	NY	10168-2297	646.964.9460
Korah	John	122 E 42nd St Ste 2215	New York	NY	10168-2297	646.964.9460
Repko	Matthew	767 3rd Ave, Fl 38th	New York	NY	10017-2023	347.880.6509
Brown	Melford	767 3rd Ave, Fl 38th	New York	NY	10017-2023	347.880.6509
Galligan-Stierle	Joel	100 Summit Lake Dr, Ste 150	Valhalla	NY	10595-1394	914.747.0200
Sommerfield	Michael	100 Summit Lake Drive, Suite 150	Valhalla	NY	10595-1394	914.747.0200
Falkowitz	Scott	100 Summit Lake Drive, Suite 150	Valhalla	NY	10595-1394	914.747.0200
Haley	John	100 Summit Lake Dr, Ste 150	Valhalla	NY	10595-1394	914.747.0200
Hurt	Charles	555 Pleasantville Rd Ste N204	Briarcliff Manor	NY	10510-1955	914.984.7100
Confalone	Philip	100 Summit Lake Dr, Ste 150	Valhalla	NY	10595-1394	914.747.0200

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### INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Nader	Paul	100 Summit Lake Drive, Suite 150	Vaihalla	NY	10595-1394	914.747.0200
Gallagher	John	1 Teleport Dr, Ste 206	Staten Island	NY	10311-1003	718.524.8450
Han	Liet	1 Teleport Dr, Ste 206	Staten Island	NY	10311-1003	718.524.8450
Murray	Thomas	1 Teleport Dr, Ste 206	Staten Island	NY	10311-1003	718.524.8450
Lin	Chien	2025 Richmond Ave Ste 200	Staten Island	NY	10314-3937	844.582.5154
Beekman	Ronald	399 Knollwood Rd, Ste G10	White Plains	NY	10603-1944	914.468.2001
Kelly	John	2900 Westchester Ave, Ste 300	Purchase	NY	10577-2551	914.777.7526
Liao	Henry	399 Knollwood Rd, Ste G10	White Plains	NY	10603-1944	914.468.2001
Garran	Todd	399 Knollwood Rd, Ste G10	White Plains	NY	10603-1944	914.468.2001
Leesman	Paul	2900 Westchester Ave, Ste 300	Purchase	NY	10577-2551	914.777.7526
Morgano	Jerome	2900 Westchester Ave, Ste 300	Purchase	NY	10577-2551	914.777.7526
Chauhan	Manoda	2900 Westchester Ave, Ste 300	Purchase	NY	10577-2551	914.777.7526
Vecchione	Michael	2900 Westchester Ave, Ste 300	Purchase	NY	10577-2551	914.777.7526
Stephanatos	Peter	399 Knollwood Rd, Ste G10	White Plains	NY	10603-1944	914.468.2001
Tompesku	Alan	5700 Commons Park	East Syracuse	NY	13057-9822	315.449.0691
Slossberg-North	LInon	121 Outerbelt St	Columbus	OH	43213-1548	614.575.6510
Faubert	Luidgi	7400 W Campus Rd Ste 210, Ste 150	New Albany	OH	43054-8722	614.591.5740
Cadichon	Rachel	530 W Spring St Ste 160, Ste 150	Columbus	OH	43215-2797	614.643.1696
Fornasieri	Steven	530 W Spring St, Ste 150	Columbus	OH	43215-5374	614.621.2639
Munn	William	121 Outerbelt St	Columbus	OH	43213-1548	614.575.6510
Courtwright	William	530 W Spring St Ste 160, Ste 150	Columbus	OH	43215-2797	614.643.1696
Tria	Robert	121 Outerbelt St	Columbus	OH	43213-1548	614.575.6510
Handzo	Michael	313A Bierly Rd	Portsmouth	OH	45662-8805	740.354.2401
Cohen	Mark	1925 Newark Granville Rd	Granville	OH	43023-9153	740.587.1592
Frole	Christine	530 W Spring St Ste 160, Ste 150	Columbus	OH	43215-2797	614.643.1696
Clarizio	Leonard	530 W Spring St Ste 160, Ste 150	Columbus	OH	43215-2797	614.643.1696
Codacovi	Scott	3378 State Rte 5 NE	Cortland	OH	44410-1627	330.638.5525
Dominici	David	4383 Executive Cir NW	Canton	OH	44718-2999	330.497.5304
Smith	Russell	2104 Front St, Ste C	Cuyahoga Falls	OH	44221-3259	330.922.4710
Lupi	John	13831 Youth Street	North Lawrence	OH	44666-9725	330.834.9061
Thor	Leonard	8710 Cleveland Ave NW	North Canton	OH	44720-4827	330.595.1700
Stillwell	Jeffrey	2104 Front St, Ste C	Cuyahoga Falls	OH	44221-3259	330.922.4710
Garcia	Patrick	8710 Cleveland Ave NW	North Canton	OH	44720-4827	330.595.1700
Williams	Jill	56 Metric Dr	Tallmadge	OH	44278-2337	330.633.9244
Hall	Robert	4383 Executive Cir NW	Canton	OH	44718-2999	330.497.5304
Latimer	Keith	2 Summit Park Dr, Ste 240	Independence	OH	44131-2553	216.283.5709
Higgison	Bruce	4600 Rockside Rd Ste 200	Independence	OH	44131-2132	216.373.2700
Giordano	Anthony	2 Summit Park Dr, Ste 240	Independence	OH	44131-2553	216.283.5709
DeAngelo	Anthony	6964 Spinach Dr	Mentor	OH	44060-4958	440.205.0747
Schmidt	Jennifer	6393 Oak Tree Blvd, Ste 200	Independence	OH	44131-6963	216.447.8960
Gonnella	Frank	6393 Oak Tree Blvd, Ste 200	Independence	OH	44131-6963	216.447.8960
Silver	Jeffrey	1604 E Perkins Ave Ste 109	Sandusky	OH	44870-5123	419.624.0606
Mau	Shelley	6393 Oak Tree Blvd, Ste 200	Independence	OH	44131-6963	216.447.8960
Pio Costa	Anthony	1991 Crocker Rd, Ste 200	Westlake	OH	44145-6970	440.541.0055
Palestine	Josh	6393 Oak Tree Blvd, Ste 200	Independence	OH	44131-6963	216.447.8960
Kalma	Eric	1604 E Perkins Ave Ste 109	Sandusky	OH	44870-5123	419.624.0606
Arias	Carlos	26915 Westwood Rd B1, Ste 201	Westlake	OH	44145-4657	440.471.4002
May	Michelle	1991 Crocker Rd, Ste 200	Westlake	OH	44145-6970	440.541.0055
Zamkoff	Jarrid	1259 Smith Ct	Rocky River	OH	44116-1519	440.799.8300
Gould	Michael	1110 Castalia Street, Suite D	Bellevue	OH	44811-1181	419.483.5885
Modernel	Sergio	3009 Smith Rd Suite 25	Fairlawn	OH	44333-2694	330.598.6011
Larson	Gregory	5650 Blazer Pkwy, Suite 100	Dublin	OH	43017-3562	614.588.0300
Sandman	Susan	18 W State St, Ste 100	Athens	OH	45701-2567	740.594.1300
Shamim	Sunita	147 N Main St Ste A, PO Box 92	Bluffton	OH	45817-0092	419.358.9515
Ranadive	Hemant	81 Mill St, Ste 100	Gahanna	OH	43230-3011	614.269.0195
Jaghab	James	8425 Pulsar Pl, Ste 420	Columbus	OH	43240-2079	614.846.7193
Gallo	Dominick	120 E Ervin Rd	Van Wert	OH	45891-2519	419.238.1610
Shine	Kenneth	15 Clairedan Dr	Powell	OH	43065-8064	614.841.9420
Hor	Bert	81 Mill St, Ste 100	Gahanna	OH	43230-3011	614.269.0195
Gilmartin	James	5860 Venture Dr, Ste B	Dublin	OH	43017-6137	614.389.3400
Martin	Gregory	22901 Millcreek Blvd Ste 375	Cleveland	OH	44122-5724	216.514.7100
Dobin	Katherine	3418 Ridgewood Rd, Ste A	Akron	OH	44333-3120	330.864.1250
DiGregorio	Christopher	3250 W Market St Ste 300	Fairlawn	OH	44333-3321	330.475.7058
Barroway	Kenneth	22901 Millcreek Blvd Ste 375	Cleveland	OH	44122-5724	216.514.7100
Rearden	John	22901 Millcreek Blvd Ste 375	Cleveland	OH	44122-5724	216.514.7100
Brocius	Albert	22901 Millcreek Blvd Ste 375	Cleveland	OH	44122-5724	216.514.7100
Greenwood	Robert	22901 Millcreek Blvd Ste 375	Cleveland	OH	44122-5724	216.514.7100
White	Stuart	29525 Chagrin Blvd Ste 370	Pepper Pike	OH	44122-4601	216.464.3140
Verbanas	Mark	22901 Millcreek Blvd Ste 375	Cleveland	OH	44122-5724	216.514.7100
Fish	Nicholas	22901 Millcreek Blvd Ste 375	Cleveland	OH	44122-5724	216.514.7100
Andreanidis	Petros	400 W Wilson Bridge Rd, Ste 280	Worthington	OH	43085-5222	614.848.3437
Wreh	Tuan	400 W Wilson Bridge Rd, Ste 280	Worthington	OH	43085-5222	614.848.3437
Skwara	Joseph	400 W Wilson Bridge Rd, Ste 280	Worthington	OH	43085-5222	614.848.3437
Duffield	Patrick	400 W Wilson Bridge Rd, Ste 280	Worthington	OH	43085-5222	614.848.3437

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Last	First	Address	City	State	Zip Code	Bus Phone
Godfroy	Matthew	18 N Walnut St	Mansfield	OH	44902-1706	419.521.4406
Pisko	Joseph	255 Executive Drive	Marion	OH	43302-6307	740.387.8402
Blackmon	Kenneth	1512 West Church St	Newark	OH	43055-1532	740.349.3878
McLeer	William	4003 Rhodes Ave	New Boston	OH	45662-5526	740.456.8297
Vitanza	Steven	3010 State Route 5, Ste A	Cortland	OH	44410-9110	330.638.5516
Borsuk	Alexander	7010 South Ave, Ste 1A	Youngstown	OH	44512-3603	330.965.6370
Bobo	Gavin	6100 Oak Tree Blvd Ste 105	Independence	OH	44131-6954	216.674.3112
Borsuk	Christopher	8972 Darrow Rd, Ste A202-B	Twinsburg	OH	44087-2189	330.486.0777
O'Donnell	John	17550 Parkside Dr	North Royalton	OH	44133-5416	440.877.9717
Giobbie	Lee	1315 Corporate Dr, Ste A	Hudson	OH	44236-4453	330.650.2550
Anand	Inderpal	151 Orchardview Rd	Seven Hills	OH	44131-5836	216.750.9690
Miller	Dennis	1315 Corporate Dr, Ste A	Hudson	OH	44236-4453	330.650.2550
Zarra	Christopher	6 Main St	Tiffin	OH	44883-3063	567.220.4062
Gehrig	Donald	2311 W Market St, Ste 1A	Akron	OH	44313-4441	330.835.4800
Von Arx	Philip	972 E Turkeyfoot Lake Rd	Akron	OH	44312-5241	330.701.6436
Trause	Paul	4481 Munson Rd NW, Ste 304	Canton	OH	44718-3681	330.493.0063
Ciuffetelli	Quintino	4481 Munson Rd NW, Ste 304	Canton	OH	44718-3681	330.493.0063
De Stefano	Robert	4481 Munson Rd NW, Ste 304	Canton	OH	44718-3681	330.493.0063
De Vita	Vincent	4383 Executive Cir NW	Canton	OH	44718-2999	330.497.5304
Liana	Joseph	4383 Executive Cir NW	Canton	OH	44718-2999	330.497.5304
Grossmann	Mark	4383 Executive Cir NW	Canton	OH	44718-2999	330.497.5304
Osbourne	Alfred	4383 Executive Cir NW	Canton	OH	44718-2999	330.497.5304
Boatswain	Thomas	4383 Executive Cir NW	Canton	OH	44718-2999	330.497.5304
Pericolosi	Mark	219 E Maple St, Ste 120	North Canton	OH	44720-2586	330.327.8123
Perkins	Randall	5399 Lauby Rd Ste 115	North Canton	OH	44720-1554	330.433.2840
Davidson	Henry	290 E Milltown Rd, Ste C	Wooster	OH	44691-6107	330.263.1930
Israni	Sandeep	90 Hidden Ravines Dr	Powell	OH	43065-8736	614.396.3800
Cukaj	Jak	8008 N High St	Columbus	OH	43235-6440	614.310.0501
Pascale	John	250 W Old Wilson Bridge Rd, Ste 150	Worthington	OH	43085-2215	614.396.4025
Salomon	Jacob	15 Bishop Dr Ste 101	Westerville	OH	43081-2273	614.426.4494
Langley	Matthew	250 W Old Wilson Bridge Rd, Ste 150	Worthington	OH	43085-2215	614.396.4025
Maneri	Anthony	250 W Old Wilson Bridge Rd, Ste 150	Worthington	OH	43085-2215	614.396.4028
Newman	David	250 W Old Wilson Bridge Rd, Ste 150	Worthington	OH	43085-2215	614.396.4028
Palkovich	Thomas	250 W Old Wilson Bridge Rd, Ste 150	Worthington	OH	43085-2215	614.396.4028
Hirsch	Shamir	250 W Old Wilson Bridge Rd, Ste 150	Worthington	OH	43085-2215	614.396.4028
Simonelli	Gerard	445 Hutchinson Ave, Ste 500	Columbus	OH	43235-8616	614.987.0087
Lisanti	Joseph	90 Hidden Ravines Dr	Powell	OH	43065-8736	614.396.3800
Yacobi	Oran	250 W Old Wilson Bridge Rd, Ste 150	Worthington	OH	43085-2215	614.396.4028
Abrams	Jonathan	250 W Old Wilson Bridge Rd, Ste 150	Worthington	OH	43085-2215	614.396.4025
Gargiulo	Robert	312 N Main St	Delphos	OH	45833-1574	419.695.7010
Dunlap	Jacob	100 W Old Wilson Bridge Rd, Ste 100	Worthington	OH	43085-5236	614.396.4020
Mazzetti	David	1070 Polaris Pkwy, Ste 130	Columbus	OH	43240-4039	614.823.8660
Burt	Jason	888 High St	Worthington	OH	43085-4110	614.725.1744
Buscetto	Andrew	47443 National Rd W Ste 2	Saint Clairsville	OH	43950-8804	740.296.5672
Martin	Richard	125 West Mulberry Street	Lancaster	OH	43130-3014	740.388.0386
Trovato	Vincent	124 County Line Road West, 2nd Floor Suite D	Westerville	OH	43082-7235	614.423.7238
Bredthauer	William	6241 Riverside Dr, Ste 150	Dublin	OH	43017-5068	614.384.0499
Kalish	Mark	965 Windham Ct Ste 5	Youngstown	OH	44512-5088	330.729.1096
Cukaj	Martin	4137 Boardman Canfield Rd, Ste 109	Canfield	OH	44406-8088	330.286.0455
Baumgartner	Stephen	4137 Boardman Canfield Rd, Ste 109	Canfield	OH	44406-8088	330.286.0455
Phelan	Kerry	8170 South Ave Ste 2	Youngstown	OH	44512-6434	330.729.0173
Meddaugh	Matthew	6599 Seville Dr Ste 100	Canfield	OH	44406-7010	330.967.0015
Dematteis	Nicholas	239 E Columbia St, Ste 100	Springfield	OH	45503-4210	937.323.8667
DiSesa	Maximus	239 E Columbia St, Ste 100	Springfield	OH	45503-4210	937.323.8667
Fuentes	Ellen	1422 Euclid Ave, The Hanna Bldg Ste 1564	Cleveland	OH	44115-1902	216.373.7526
Seng	Jack	6393 Oak Tree Blvd, Ste 200	Independence	OH	44131-6963	216.447.8960
Cohen	Stuart	6393 Oak Tree Blvd, Ste 200	Independence	OH	44131-6963	216.447.8960
Boutis	Ted	4401 Rockside Rd Ste 406	Independence	OH	44131-2147	216.502.4181
Gleeson	John	3174 Mack Rd, Ste 2	Fairfield	OH	45014-5369	
Comstock	Brett	5161 Salem Hills Ln	Cincinnati	OH	45230-1365	513.671.4636
Carriero	Rocco	5911 Renaissance Pl, Ste A	Toledo	OH	43623-4727	419.885.2980
Whitehead	Robert	6011 Renaissance Pl Ste 2	Toledo	OH	43623-4721	419.725.9223
Mastor	Michael	5954 Renaissance Pl, Suite B	Toledo	OH	43623-4717	419.882.1936
Beste	James	5954 Renaissance Pl, Ste A	Toledo	OH	43623-4717	419.725.9213
Peterson	Ivy	5911 Renaissance Pl, Ste A	Toledo	OH	43623-4727	419.885.2980
Martino	Robert	6060 Renaissance Pl, Ste H	Toledo	OH	43623-4725	419.725.9211
Tong	Christopher	5911 Renaissance Pl, Ste A	Toledo	OH	43623-4727	419.885.2980
Biscardi	Jeffrey	10050 Innovation Dr, Ste 310	Miamisburg	OH	45342-4933	937.433.0233
Mc Cormick	Donald	10050 Innovation Dr, Ste 310	Miamisburg	OH	45342-4933	937.433.0233
Albrecht	Charles	10050 Innovation Dr, Ste 310	Miamisburg	OH	45342-4933	937.433.0233
Nuccio	Gary	10050 Innovation Dr, Ste 310	Miamisburg	OH	45342-4933	937.433.0233
Dick	David	10050 Innovation Dr, Ste 310	Miamisburg	OH	45342-4933	937.433.0233
Kaufman	Scott	3045 Newmark Dr	Miamisburg	OH	45342-5418	937.853.2600
Bresnan	Kathleen	3045 Newmark Dr	Miamisburg	OH	45342-5418	937.853.2600

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Last	First	Address	City	State	Zip Code	Bus Phone
Skillrud	Howard	10050 Innovation Dr, Ste 310	Miamisburg	OH	45342-4933	937.433.0233
Wilks	Douglas	6500 Centerville Business Pkwy	Dayton	OH	45459-2685	800.664.2906
Kofod	Lars	2835 Miami Village Dr Ste 101	Miamisburg	OH	45342-4916	937.312.8172
Sangirardi	Lawrence	3045 Newmark Dr	Miamisburg	OH	45342-5418	937.853.2600
Fucci	Christopher	7501 E Paragon Rd Ste 204	Dayton	OH	45459-5318	937.291.3885
Marinaccio	Joseph	7501 E Paragon Rd Ste 204	Dayton	OH	45459-5318	937.291.3885
Wenzel	Jeffrey	525 Windsor Park Dr	Dayton	OH	45459-4112	937.312.8186
Wear	Catherine	8801 N Main Street Ste 101	Dayton	OH	45415-1380	937.240.0874
Petraco	Todd	7501 E Paragon Rd Ste 204	Dayton	OH	45459-5318	937.291.3885
Kuttin	Jonathan	3045 Newmark Dr	Miamisburg	OH	45342-5418	937.853.2600
Horowitz	Andrew	445 Hutchinson Ave Ste 200	Columbus	OH	43235-5677	614.505.0865
Abney	Eric	6184 Muhlhauser Rd, Ste A	West Chester	OH	45069-4841	513.671.9773
Bellet	Howard	6184 Muhlhauser Rd, Ste A	West Chester	OH	45069-4841	513.671.9773
Schenkman	Aaron	11145 Reading Rd	Cincinnati	OH	45241-1903	513.554.1104
Reilly	Edward	6184 Muhlhauser Rd, Ste A	West Chester	OH	45069-4841	513.671.9773
Molnar	Rudolf	6184 Muhlhauser Rd, Ste A	West Chester	OH	45069-4841	513.671.9773
Bruer	Rudolph	1251 Nilles Road, Suite 1	Fairfield	OH	45014-7205	513.896.9445
Raub	Allen	6184 Muhlhauser Rd, Ste A	West Chester	OH	45069-4841	513.671.9773
Barone	Anthony	6184 Muhlhauser Rd, Ste A	West Chester	OH	45069-4841	513.671.9773
Harris	Mark	225 Pictoria Dr Ste 180	Cincinnati	OH	45246-1616	513.346.1771
Vicari	Joseph	3860 Race Rd Ste 204	Cincinnati	OH	45211-4307	513.347.8010
Fusaro	Anthony	7875 Montgomery Rd, Spc 42	Cincinnati	OH	45236-4331	513.931.5400
Stephens	Scott	9636 Cincinnati Columbus Rd	Cincinnati	OH	45241-1072	513.774.5485
Savidge	Charles	137 W 3rd St	Perrysburg	OH	43551-1412	419.354.1948
Harris	Phillip	137 W 3rd St	Perrysburg	OH	43551-1412	419.354.1948
Morgan	Alan	137 W 3rd St	Perrysburg	OH	43551-1412	419.354.1948
Mc Farling	Martin	137 W 3rd St	Perrysburg	OH	43551-1412	419.354.1948
Gidley	James	9100 Ctr Pointe Dr, Suite 180	West Chester	OH	45069-3885	513.642.2506
Gronewald	Todd	9100 Ctr Pointe Dr, Suite 180	West Chester	OH	45069-3885	513.642.2506
Deibert	Jason	621 Wooster Pike Ste 6	Terrace Park	OH	45174-1059	513.239.5206
Muse	Edward	4404 Buckeye Ln, Ste 240	Beavercreek	OH	45440-3165	502.458.0220
Bengala	James	20 South Ln	Troy	OH	45373-2549	937.335.2437
Delauney	Anthony	26 S Weston Rd	Troy	OH	45373-2664	937.339.1004
Daniels	Thomas	1047 Summit Dr	Middletown	OH	45042-3464	513.425.9404
Powell	David	228 W Ash St, PO Box 312	Piqua	OH	45356-0312	937.773.8500
Dobrick	Brenda	7588 Central Parke Blvd, Ste 326	Mason	OH	45040-6860	513.204.1569
Shah	Ipcit	4901 Hunt Rd Ste 201	Blue Ash	OH	45242-6990	513.336.8580
Johnson	Floyd	4901 Hunt Rd Ste 201	Blue Ash	OH	45242-6990	513.336.8580
Dooley	Jimmy	4901 Hunt Rd Ste 201	Blue Ash	OH	45242-6990	513.336.8580
Tingen	Charlie	1234 Ridgewood Dr, Ste B	Bowling Green	OH	43402-2655	419.354.6179
Dyson	William	4605 E Galbraith Rd Ste 190	Cincinnati	OH	45236-2888	513.792.5425
Twiddy	David	4605 E Galbraith Rd Ste 190	Cincinnati	OH	45236-2888	513.792.5425
Dew	Robert	4605 E Galbraith Rd Ste 190	Cincinnati	OH	45236-2888	513.792.5425
Wetherington	Michael	4605 E Galbraith Rd Ste 190	Cincinnati	OH	45236-2888	513.792.5425
Peele	Marie	5887 Cornell Rd Ste 3	Cincinnati	OH	45242-2041	513.469.7526
Dole	Daniel	3077 W Elm St	Lima	OH	45805-2514	419.227.4466
Kahen	Henry	3077 W Elm St	Lima	OH	45805-2514	419.227.4466
Gilley	Tammy	215 N Elizabeth St	Lima	OH	45801-4302	419.222.8291
Antonich	Mark	67 Marydale Dr, Ste A	Beavercreek	OH	45440-2358	937.431.9224
Matus	Michael	67 Marydale Dr, Ste A	Beavercreek	OH	45440-2358	937.431.9224
Alberda	Michelle	99 Ashwood Dr Ste A	Tiffin	OH	44883-1909	419.448.8215
Randall	Jonathan	836 W South Boundary St, Ste 2B	Perrysburg	OH	43551-5640	419.873.2332
Rice	James	836 W South Boundary St, Ste 2B	Perrysburg	OH	43551-5640	419.873.2332
Cokeley	Randal	6011 Renaissance Pl Ste 1	Toledo	OH	43623-4721	419.841.5405
Bishop	Alex	6011 Renaissance Place Ste 2	Toledo	OH	43623-4721	419.882.1948
Oliver	April	6011 Renaissance Place Ste 2	Toledo	OH	43623-4721	419.882.1948
Fulghum	Hogan	6011 Renaissance Pl Ste 1	Toledo	OH	43623-4721	419.841.5405
Fitzpatrick	Jeremiah	6011 Renaissance Place Ste 2	Toledo	OH	43623-4721	419.882.1948
Davidson	Robert	2727 N Holland Sylvania Rd, Ste K	Toledo	OH	43615-1800	419.725.9222
Mccuiston	Robert	5954 Renaissance Pl Ste D	Toledo	OH	43623-4717	419.842.8488
Blakeman	Mark	4200 E Skelly Dr, Ste 1015	Tulsa	OK	74135-3241	918.295.5895
Deal	Beth	410 S Jackson St	Enid	OK	73701-5442	580.237.3057
Barnes	Roderick	3030 NW Expressway, Ste 1400	Oklahoma City	OK	73112-5433	405.605.0224
Walker	Mark	5224 E 69th Pl	Tulsa	OK	74136-3407	918.949.4243
Casey	Curtis	4765 E 91st St Ste 150	Tulsa	OK	74137-2844	918.794.4203
Arthur	Gregory	2448 E 81st St Ste 2055	Tulsa	OK	74137-4271	918.794.4268
Wright	Michael	2506 E 21st St Ste A	Tulsa	OK	74114-1761	918.388.2005
Hanvey	Daniel	7712 S Yale Ave Ste 250	Tulsa	OK	74136-8332	918.388.2004
Watson	Raymond	701 SW Jennings Ave	Bartlesville	OK	74003-4627	918.337.2772
Brawley	Edwards	5018 E 68th St, FL 1 Ste B	Tulsa	OK	74136-3367	918.921.4800
Moss	Thomas	2431 E 61st St, Ste 400	Tulsa	OK	74136-1237	918.388.2009
Lance	Carmen	109 N Garfield Ave Ste 500	Sand Springs	OK	74063-7214	539.217.1196
Lyall	David	1422 NW Sheridan Rd	Lawton	OK	73505-3945	580.699.8101
Shoemaker	James	581 Merchant Dr	Norman	OK	73069-6575	405.345.1990

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Last	First	Address	City	State	Zip Code	Bus Phone
Varner	David	13 NW 44th St	Lawton	OK	73505-5998	580.355.9780
Tisdale	Andrew	3057 N Highway 81	Duncan	OK	73533-8924	580.255.2000
Ortiz	Jason	2411 Heritage Trl Ste 5	Enid	OK	73703-1604	580.234.1400
Voight	John	6420 N Santa Fe Ave, Ste A	Oklahoma City	OK	73116-9113	405.286.5111
Proia	John	9104 N Kelley Ave	Oklahoma City	OK	73131-2418	405.286.4300
Edmonds	Robert	5400 N Grand Blvd, Ste 410	Oklahoma City	OK	73112-5689	405.942.3766
Bailey	John	16311 Sonoma Park Dr, Ste B	Edmond	OK	73013-2107	405.705.5906
Calhoun	Roger	1605 Professional Cir Ste H, Bldg B	Yukon	OK	73099-3862	405.467.4177
Overby	Jason	16311 Sonoma Park Dr, Ste B	Edmond	OK	73013-2107	405.705.5906
Wimmer	Diane	5400 N Grand Blvd, Ste 410	Oklahoma City	OK	73112-5689	405.942.3766
Mueller	Uli	4380 S Macadam Ave Ste 180	Portland	OR	97239-6404	503.546.2243
Cooper	John	2292 Oakmont Way	Eugene	OR	97401-5519	541.684.9000
Fischer	Michael	2260 Oakmont Way, Ste 5	Eugene	OR	97401-5524	541.484.2444
Nason	Brian	2292 Oakmont Way	Eugene	OR	97401-5519	541.684.9000
Gunter	Kevin	119 NW E St	Grants Pass	OR	97526-2009	541.476.8573
Summerlin	Gerald	3369 Crater Lake Hwy Ste 101	Medford	OR	97504-9292	541.779.0800
Smith	Douglas	3939 NE Hancock St, Ste 203	Portland	OR	97212-5321	503.473.8180
Duvall	Douglas	777 NE 2nd Street, Suite G	Corvallis	OR	97330-6200	541.752.3708
Berkebile	David	5000 SW Meadows Rd, Ste 450	Lake Oswego	OR	97035-2254	503.595.2110
Kolokithas	Sotirios	2396 NW Kings Blvd, Ste 101	Corvallis	OR	97330-3984	541.757.3000
Katarsky	Edward	1800 Blankenship Rd Ste 200	West Linn	OR	97068-4174	503.438.7056
Stasko	Timothy	777 NE 2nd Street, Suite G	Corvallis	OR	97330-6200	541.752.3708
Whiteman	David	235 Front St SE, Ste 400	Salem	OR	97301	503.399.1333
Matthews	Victor	235 Front St SE, Ste 400	Salem	OR	97301	503.399.1333
Zapsky	Patricia	975 NW Spruce Ave Ste 101, Ste 101	Corvallis	OR	97330-2297	541.760.1989
Naylor	James	1700 NW Civic Drive, Suite 330	Gresham	OR	97030-3776	503.674.2300
Amentler	Ronald	1700 NW Civic Dr, Ste 330	Gresham	OR	97030-3776	503.674.2300
Hauber	Thomas	1700 NW Civic Drive, Suite 330	Gresham	OR	97030-3776	503.674.2300
Kuhns	Brian	9200 SE Sunnybrook Blvd, Ste 180	Clackamas	OR	97015-5766	503.776.3137
Bartuska	Rebecca	825 NE Multnomah St Ste 925	Portland	OR	97232-2150	360.883.5861
Jackson	David	214 SE Vine Ln	Bend	OR	97702-1622	541.389.2528
Green	Jay	6500 SW Beaverton Hlsdl Hwy, Ste 1	Portland	OR	97225-1400	503.439.1880
Mc Donough	Joseph	1400 NW Irving St, Ste 324	Portland	OR	97209-2242	503.808.9100
Gaspar	Eric	5000 Meadows Rd, Ste 450	Lake Oswego	OR	97035-2254	503.595.2110
Bonacci Carey	Gina	5000 Meadows Rd, Ste 450	Lake Oswego	OR	97035-2254	503.595.2110
Donnelly	Christine	7450 SW Beveland St, Ste 100	Portland	OR	97223-8678	503.808.1515
Bechtold	Scott	334 3rd St	Lake Oswego	OR	97034-3022	503.620.7500
Slater	Gary	16037 SW Upper Boones Ferry Rd, Ste 175	Portland	OR	97224-7788	503.245.5352
Epps	Bradley	10220 SW Greenburg Rd Ste 120	Portland	OR	97223-5547	503.444.8288
Price	Ryan	9665 SW Allen Blvd, Ste 115	Beaverton	OR	97005-4809	503.619.4600
Kauffman	Jonas	10260 SW Greenburg Rd, Ste 950	Portland	OR	97223-5579	503.892.1340
Chou	Lester	334 3rd St	Lake Oswego	OR	97034-3022	503.620.7500
Miley	Michael	9370 SW Greenburg Rd, Lincoln Bldg Ste 411	Portland	OR	97223-5421	503.546.7357
Morrissey	Daniel	5550 SW Macadam Ave, Ste 102	Portland	OR	97239-3772	503.595.9020
Jury	Lon	9665 SW Allen Blvd, Ste 115	Beaverton	OR	97005-4809	503.619.4600
Williams	Theodore	600 NW Naito Pkwy, Unit D	Portland	OR	97209-3701	503.595.0070
Henn	Jeremy	6500 SW Beaverton Hlsdl Hwy, Ste 1	Portland	OR	97225-1400	503.439.1880
Felsenfeld	Eric	10220 SW Greenburg Rd Ste 120	Portland	OR	97223-5547	503.444.8288
Sweitzer	Jason	8215 SW Tualatin Sherwood Rd, Ste 200	Tualatin	OR	97062	503.963.3764
Carter	Michael	5000 Meadows Rd, Ste 450	Lake Oswego	OR	97035-2254	503.595.2110
Flanagan	Lara	528 Cottage St NE, Ste 300A	Salem	OR	97301-3788	503.485.2980
Paulmeno	Michael	3536 SW Troy St Ste E	Portland	OR	97219-1616	503.290.6500
Coffey	Robert	480 SW Hoffman Rd	West Linn	OR	97068-9502	503.723.9636
Camilleri	Charles	4949 S Macadam Ave, Ste 68	Portland	OR	97239-3912	503.808.9100
Pell	Geri	6650 SW Redwood Ln Ste 160	Portland	OR	97224-7184	503.655.7621
Boxer	Larry	425 2nd St Ste 210	Lake Oswego	OR	97034-3139	503.244.4253
Lynne	Jared	0110 SW Bancroft St, Ste A	Portland	OR	97239-4062	503.650.7949
Jacobson	Stacey	1800 Blankenship Rd Ste 220	West Linn	OR	97068-4251	503.387.3523
Sharkey	Mary Beth	17040 Pilkington Rd Ste 212	Lake Oswego	OR	97035-5587	503.635.8192
Turt	John	388 State St, Ste 850	Salem	OR	97301-3476	503.485.5204
Nachman	Eric	1742 Willamette Falls Dr	West Linn	OR	97068-4546	503.655.5883
Lombardi	Joseph	6650 SW Redwood Ln Ste 160	Portland	OR	97224-7184	503.655.7621
Santucci	Paul	17040 Pilkington Rd Ste 212	Lake Oswego	OR	97035-5587	503.635.8192
Whitcomb	Susan	10260 SW Greenburg Rd, Ste 400	Portland	OR	97223-5514	503.293.8408
Murphy	Pascal	388 State St, Ste 850	Salem	OR	97301-3476	503.485.5204
Celso-Mc Gurk	Angela	500 SW 116 Ave Ste 119	Portland	OR	97225-5937	503.446.4367
Davison	Brigitte	329 Forest Grove Rd Ste 201A	Corapolis	PA	15108-3709	412.330.1540
Berard	Robert	258 Frye Farm Rd	Greensburg	PA	15601-6478	724.337.4410
Bhandari	Melanie	1 Altoona Pl, Carriage House 1st Floor	Mt Lebanon	PA	15228-1265	412.440.4480
Veteri	Paul	2 Pittsburgh Cir	Ellwood City	PA	16117-2182	724.758.7112
Brown	Joshua	70 Old Clairton Road	Pleasant Hills	PA	15236-3915	412.653.1630
Rienas	Ronald	232 W Otterman St	Greensburg	PA	15601-2263	724.600.0170
Haughney	Edna	3824 Northern Pike, One Monroeville Ctr Ste 850	Monroeville	PA	15146-2141	412.374.7400
O'Rourke	Susan	1715 N Juniata St, PO Box 401	Hollidaysburg	PA	16648-1919	814.695.2464

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Last	First	Address	City	State	Zip Code	Bus Phone
Danaher	Marguerite	1715 N Juniata St, PO Box 401	Holidaysburg	PA	16648-1919	814.696.6500
Sears	Jean	320 7th St	Huntingdon	PA	16652-1708	814.643.3028
Hurley	Garrett	206 2nd St	Huntingdon	PA	16652-1404	814.644.6776
Davis	Michael	2607 Nicholson Road Ste 1100, Building 2	Sewickley	PA	15143-7601	412.264.4200
Netznik	Michael	244 W Main St, Ste B	Ligonier	PA	15658-1130	724.238.0234
Bertuola	Richard	244 W Main St, Ste B	Ligonier	PA	15658-1130	724.238.0234
Makarczyk	Brent	2607 Nicholson Road Ste 1100, Building 2	Sewickley	PA	15143-7601	412.264.4200
Johnson	Jason	16285 Conneaut Lake Rd Ste 2	Meadville	PA	16335-3845	814.333.1220
Stabile	Ronald	54 Buhl Blvd	Sharon	PA	16146-3706	724.981.1488
Rivera	Luis	2080 W State St, Ste 9	New Castle	PA	16101-1249	724.652.9470
Hoban	Joyce	3438 State Route 208 Ste 2, PO Box 232	New Wilmington	PA	16142-3230	724.946.3271
Myers	Christopher	3009 Wilmington Rd Ste C2	New Castle	PA	16105-1238	724.698.6330
Voros	Anthony	5700 Corporate Dr, Ste 600	Pittsburgh	PA	15237-5851	412.635.5800
Oteri	Mark	1570 Omega Dr	Pittsburgh	PA	15205-5004	412.922.7700
Withers	Gale	1570 Omega Dr	Pittsburgh	PA	15205-5004	412.922.7700
Marciniak	Steve	5700 Corporate Dr, Ste 600	Pittsburgh	PA	15237-5851	412.635.5800
Rose	Paul	5700 Corporate Dr, Ste 600	Pittsburgh	PA	15237-5851	412.635.5800
Bayrasli	Levent	2021 E State St	Hermitage	PA	16148-1868	724.652.7556
Kenny	Thaddeus	7500 Brooktree Rd Ste 205	Wexford	PA	15090-9254	724.719.2888
Magliari	Massimo	5700 Corporate Dr, Ste 600	Pittsburgh	PA	15237-5851	412.635.5800
Kriebel	Kenneth	5700 Corporate Dr, Ste 600	Pittsburgh	PA	15237-5851	412.635.5800
Holloschutz	Don	1570 Omega Dr	Pittsburgh	PA	15205-5004	412.922.7700
St Pierre	Kimberly	1570 Omega Dr	Pittsburgh	PA	15205-5004	412.922.7700
Martin	Christen	5700 Corporate Dr, Ste 600	Pittsburgh	PA	15237-5851	412.635.5800
Misiec	Mariusz	1704 W 26th Street	Erie	PA	16508-1234	814.456.7018
Gunder	Jeffrey	125 N Franklin St	Titusville	PA	16354-1760	814.775.0424
Free	Jerome	652 W 6th St	Erie	PA	16507-1173	814.836.5234
Gorman	Robert	375 Southpointe Blvd, Ste 230	Canonsburg	PA	15317-8587	724.746.6975
Shields	Maria	375 Southpointe Blvd, Ste 230	Canonsburg	PA	15317-8587	724.746.6975
Holderried	Anne	4006 Old William Penn Hwy	Murrysville	PA	15668-1823	724.325.2800
Barlow	Alan	1150 Washington Rd, Carriage House 1st Floor	Washington	PA	15301-9683	724.916.2233
Shimp	John	1150 Washington Rd	Washington	PA	15301-9683	724.916.2233
Hardnett	Marva	1150 Washington Rd	Washington	PA	15301-9683	724.916.2233
Wizov	Ryan	1150 Washington Rd	Washington	PA	15301-9683	724.916.2233
Robbins	Thomas	1150 Washington Rd	Washington	PA	15301-9683	724.916.2233
Del Goletto	Kenneth	1150 Washington Rd, Ste 400	Washington	PA	15301-9683	724.916.2233
Arnold	Kathleen	5500 Corporate Dr, Ste 215	Pittsburgh	PA	15237-5848	412.318.2300
Kelman	Eric	5500 Corporate Dr, Ste 215	Pittsburgh	PA	15237-5848	412.318.2300
Harding	Michael	50 Davis St	Bradford	PA	16701-2016	814.368.9160
Dzendzel	David	1195 Washington Pike, Ste 330	Bridgeville	PA	15017-2858	412.221.4002
Stephenson	H	4055 Monroeville Blvd Ste 430	Monroeville	PA	15146-2522	412.374.9515
Penugonda	Shrinivas	4055 Monroeville Blvd Ste 430	Monroeville	PA	15146-2522	412.374.9515
Niko	Boris	808 Northridge Drive	Pittsburgh	PA	15216-1121	412.561.8875
Miller	Stephanie	4055 Monroeville Blvd Ste 430	Monroeville	PA	15146-2522	412.374.9515
Keith	Kent	2790 Mosside Blvd, Ste 620	Monroeville	PA	15146-2743	412.646.1834
McCarthy	Barry	2790 Mosside Blvd, Ste 620	Monroeville	PA	15146-2743	412.646.1834
Policare	Lisa	2790 Mosside Blvd, Ste 620	Monroeville	PA	15146-2743	412.646.1834
Calloway	Daniel	2790 Mosside Blvd, Ste 620	Monroeville	PA	15146-2743	412.646.1834
Stein	Michael	88 Fort Couch Rd, Ste 210	Pittsburgh	PA	15241-1042	412.831.6240
Conner	Wes	425 S Main St	Washington	PA	15301-6342	724.222.5203
Morrison	James	88 Fort Couch Rd, Ste 210	Pittsburgh	PA	15241-1042	412.831.6240
Walsh	Jack	88 Fort Couch Rd, Ste 210	Pittsburgh	PA	15241-1042	412.831.6240
Ritter	James	8500 Brooktree Rd, Ste 302	Wexford	PA	15090-9287	724.799.8512
Virok	Peter	8500 Brooktree Rd, Ste 302	Wexford	PA	15090-9287	724.799.8512
Yeh	Robert	2100 Georgetowne Dr, Ste 202	Sewickley	PA	15143-8781	724.935.0200
Donovan	Kenneth	2100 Georgetowne Dr, Ste 202	Sewickley	PA	15143-8781	724.935.0200
Crow	Katherine	113 E Evans St Ste C	West Chester	PA	19380-2664	484.887.0544
Jorgensen	William	731 Skippack Pike Bldg 2, 2nd Fl	Blue Bell	PA	19422-1702	484.533.6615
Everett	Patrick	480 Mulberry Ct	Langhorne	PA	19047-8018	609.275.0634
Smith	Christine	4909 Louise Dr, Ste 106	Mechanicsburg	PA	17055-6900	717.441.4801
Hengerer	W Scott	4909 Louise Dr, Ste 106	Mechanicsburg	PA	17055-6900	717.441.4801
Page	Benjamin	100 N Wilkes-Barre Blvd, Ste 210	Wilkes-Barre	PA	18702-5255	570.825.7526
Jin	Weimei	4001 Hollywood Blvd, Ste 2	Hazle Township	PA	18202-3265	570.454.4048
Sampson	Ernesto	2134 Sandy Drive, Suite 8	State College	PA	16803-2292	814.237.4500
Barnett	Mark	1501 Memorial Hwy Ste 3	Trucksville	PA	18708-1493	570.696.4637
Weltens	Keith	2134 Sandy Drive, Suite 8	State College	PA	16803-2292	814.237.4500
Nesmith	Corey	21 S Wayne St, PO Box 47	Lewistown	PA	17044-2146	717.248.1577
Dorsey	Mark	4001 Hollywood Blvd, Ste 2	Hazle Township	PA	18202-3265	570.454.4048
Bateman	Sheila	851 Commerce Blvd, Ste 106	Dickson City	PA	18519-1762	570.348.1806
Edwards	Larry	480 Pierce St Ste 214	Kingston	PA	18704-5512	570.714.8160
Moles	Michael	480 Pierce St Ste 214	Kingston	PA	18704-5512	570.714.8160
Everson	John	815 Canton St	Troy	PA	16947-1452	570.297.2612
Anderson	Nolia	419 Chestnut St	Lebanon	PA	17042-6142	717.273.6550
Moore	Jerald	480 Pierce St Ste 214	Kingston	PA	18704-5512	570.714.8160

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Last	First	Address	City	State	Zip Code	Bus Phone
Smith	Gregory	103 Main St	Eynon	PA	18403-1329	570.383.7525
Marotta	Peter	79 Dundaff Street	Carbondale	PA	18407-1801	570.282.0661
Brooks	Lee	480 Pierce St Ste 214	Kingston	PA	18704-5512	570.714.8160
Woo	James	1717 Litz Pike	Lancaster	PA	17601-6509	717.431.2996
Kasch	Roger	180 Good Dr, Ste 1	Lancaster	PA	17603-4359	717.735.6990
Ball	Steven	160 Hershey Rd	Elizabethtown	PA	17022-8628	717.367.0494
Levitch	Leonard	180 Good Dr, Ste 1	Lancaster	PA	17603-4359	717.735.6990
Romano	Peter	1717 Litz Pike	Lancaster	PA	17601-6509	717.431.2996
Klich	Jerry	180 Good Dr, Ste 1	Lancaster	PA	17603-4359	717.735.6990
Barrett-Johnson	Kimberlee	1536 Cornwall Rd	Lebanon	PA	17042-7403	717.270.6937
Huebsch	Holly	1717 Litz Pike	Lancaster	PA	17601-6509	717.431.2996
Koogler	Patricia	30 East Roseville Rd, Suite E	Lancaster	PA	17601-3865	717.431.0522
Mcaleer	Patrick	4641 Pottsville Pike, Ste 108	Reading	PA	19605-9707	610.926.6649
Lovelace	Charles	8 E Ridge St	Lansford	PA	18232-1408	570.645.0318
Staley	Jeffrey	1045 S Cedar Crest Blvd	Allentown	PA	18103-5443	610.439.7000
Vicente Salas	Catherine	8 W Blaine St	McAdoo	PA	18237-1531	570.929.2937
Melrose	Douglas	575 Pierce St Ste 501	Kingston	PA	18704-5759	570.735.3788
Hanks	Edward	7540 Windsor Dr Ste 212	Allentown	PA	18195-1021	484.427.2111
Goodermuth	Deborah	607 S 4th St	Hamburg	PA	19526-1309	610.562.9497
Clyburn	Samuel	1555 Brookside Road	Wescosville	PA	18106-9421	610.391.1883
Luu-Tu	Kim	398 S Township Blvd	Pittston Twp	PA	18640-3420	570.602.7646
Aikat	Probir	3477 Corporate Pkwy, Ste 140	Center Valley	PA	18034-8235	610.706.4510
Mc Intosh	Richard	1555 Brookside Road	Wescosville	PA	18106-9421	610.391.1883
Boinest	Patrick	179 Interchange Rd	Lehighton	PA	18235-9290	610.377.0713
Viera	Carlos	12 Hickory Ln	Temple	PA	19560-9756	610.743.5440
Campbell	Karl	3477 Corporate Pkwy, Ste 140	Center Valley	PA	18034-8235	610.706.4510
Lantz	Eric	101 S 3rd St Ste 205	Easton	PA	18042-4524	610.438.5720
Gyabaah	Kojo	101 S 3rd St Ste 205	Easton	PA	18042-4524	610.438.5720
Allen	Christopher	421 S State St	Clarks Summit	PA	18411-1684	570.319.1214
Godfrey	Jonathan	2070 Butler Pike	Plymouth Meeting	PA	19462	610.397.0997
Albrecht	Ryan	900 E Philadelphia Ave	Boyetertown	PA	19512-1303	610.473.8850
Schwartz	Brad	1308 Spruce Ln	Wyncote	PA	19095-2108	215.572.8916
Hopkins	Micah	1000 Germantown Pike, Ste A1	Plymouth Meeting	PA	19462-2481	610.277.5939
Stallworth	Leticia	1000 Germantown Pike, Ste A1	Plymouth Meeting	PA	19462-2481	610.277.5939
Behnam	Anna	1427 Spruce St, Ste 4	Philadelphia	PA	19102-4534	215.545.2119
Pollak	Mark	610 Freedom Business Ctr Dr, Ste 230	King of Prussia	PA	19406-1329	610.992.2480
Kim	Soo	423 Columbia Ave	Lansdale	PA	19446-3503	215.362.2924
Price-Molvin	Adriene	101 W Elm St, Ste 610	Conshohocken	PA	19428-2075	484.533.6611
Faghani	Rod	610 Freedom Business Ctr Dr, Ste 230	King of Prussia	PA	19406-1329	610.992.2480
Robinson	Brian	1717 Langhorne Newtown Rd, Ste 125	Langhorne	PA	19047-1085	610.825.4909
Smith	William	2250 Hickory Rd, Ste 110	Plymouth Meeting	PA	19462-1047	610.828.1786
Felber	Matthew	1717 Langhorne Newtown Rd, Ste 125	Langhorne	PA	19047-1085	610.825.4909
Kim	Daniel	600 W Germantown Pike, Ste 400	Plymouth Meeting	PA	19462-1046	610.940.1720
Davis	Theodore	790 Penlyn Blue Bell Pike, Ste 300	Blue Bell	PA	19422-1659	888.789.6398
Carradice	John	790 Penlyn Blue Bell Pike, Ste 300	Blue Bell	PA	19422-1659	888.789.6398
Creyts	Kelvin	743 Pike Springs Rd	Phoenixville	PA	19460-4743	484.302.5162
Marshall	Steven	117 Veronica Ln	Lansdale	PA	19446-1498	215.997.0416
Perschke	Eric	2070 Butler Pike	Plymouth Meeting	PA	19462	610.397.0997
Gallant	Jennifer	728 Suellen Dr	King of Prussia	PA	19406-1741	610.354.0336
Miller	Dickinson	610 Freedom Business Ctr Dr, Ste 230	King of Prussia	PA	19406-1329	610.992.2480
Gurley	C Mark	2070 Butler Pike	Plymouth Meeting	PA	19462	610.397.0997
Caggiano	Richard	790 Penlyn Blue Bell Pike, Ste 300	Blue Bell	PA	19422-1659	888.789.6398
Emond	Christine	383 East Street Road	Feasterville	PA	19053-7711	215.876.6411
Hills	Gregory	5740 Lower Macungie Road, Suite B	Macungie	PA	18062-9026	484.350.3137
Meyer	Sharon	790 Penlyn Blue Bell Pike, Ste 300	Blue Bell	PA	19422-1659	888.789.6398
Mullany	Carolyn	790 Penlyn Blue Bell Pike, Ste 300	Blue Bell	PA	19422-1659	888.789.6398
Whitlock	Bennett	6444 Lower York Road, US 202	New Hope	PA	18938-5696	215.862.7080
Berry	Bonnie	224 St Charles Way, Suite 150	York	PA	17402-4670	717.916.6161
Adair	Jeffery	31 Mills Street	York	PA	17402-2515	717.916.6120
Smith	Ben	3995 E Market St	York	PA	17402-2773	717.755.2005
Hall	Rebecca	3995 E Market St	York	PA	17402-2773	717.755.2005
Hart	John	3995 E Market St	York	PA	17402-2773	717.755.2005
Pramawat	Christopher	3995 E Market St	York	PA	17402-2773	717.755.2005
Fattorini	Marco	4661 Trindle Rd, Ste 300	Camp Hill	PA	17011-5603	717.761.4208
Lohff	David	326 W Chocolate Ave	Hershey	PA	17033-1664	717.533.4070
Marx	Anthony	242 East Market Street	Mifflinburg	PA	17844-1416	570.966.3080
Harvey	Christopher	407 W Southern Ave	South Williamsport	PA	17702-7220	570.601.6800
Dunn	Jason	616 Main St, Ste 301	Honesdale	PA	18431-1871	570.251.7907
Zsakany	Richard	407 W Southern Ave	South Williamsport	PA	17702-7220	570.601.6800
Harris	Bobby	932 Washington Blvd	Williamsport	PA	17701-3664	570.322.8149
Fraze	Curtis	1525 Valley Center Pkwy, Ste 120	Bethlehem	PA	18017-2281	610.865.5803
Krzywicki	George	5100 W Tilghman St, Suite 211	Allentown	PA	18104-9102	610.530.7222
Sultana	Farzana	5100 W Tilghman St, Suite 211	Allentown	PA	18104-9102	610.530.7222
Maloney	Charles	5100 W Tilghman St, Suite 211	Allentown	PA	18104-9102	610.530.7222

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## EXHIBIT J

### INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Gabalda	Mario	5100 W Tilghman St, Suite 211	Allentown	PA	18104-9102	610.530.7222
Cizler	Matthew	741 Thomas Rd	Philadelphia	PA	19118-4602	310.948.1267
Basinger	David	855 Springdale Drive, Ste 100	Exton	PA	19341-2853	484.879.6021
Miller	Mark	5405 Jonestown Rd Ste 108	Harrisburg	PA	17112-4021	717.877.7088
Howard	William	617A Swedesford Rd	Malvern	PA	19355-1530	610.696.0499
McClary	Herbert	2919 Market St	Camp Hill	PA	17011-4538	717.737.5455
Langdon	Patrick	855 Springdale Drive, Ste 100	Exton	PA	19341-2853	484.879.6021
Richman	Gary	107 W State St	Kennett Square	PA	19348-3020	610.444.8312
Hoffmann	Michael	3800 Market St, Ste 202	Camp Hill	PA	17011-4327	717.975.5555
Wilson	Matthew	3800 Market St, Ste 202	Camp Hill	PA	17011-4327	717.975.5555
Stephan	Scott	760 Constitution Drive, Ste 110	Exton	PA	19341-1149	610.458.0808
Stickney	Thomas	5001 Louise Dr, Ste 103	Mechanicsburg	PA	17055-6912	717.761.3300
Benkovich	Thomas	314 Exton Cmns	Exton	PA	19341-2450	610.524.1200
Eastwood	Craig	48 Heron Hill Dr	Downingtown	PA	19335-1863	610.458.2493
Purgason	W Roger	2919 Market St	Camp Hill	PA	17011-4538	717.737.5455
Bobo	Bryan	855 Springdale Drive, Ste 100	Exton	PA	19341-2853	484.879.6021
Garman	Jake	2300 E Lincoln Hwy Ste 140	Langhorne	PA	19047-3302	215.757.7600
Moldenhauer	Brian	2300 E Lincoln Hwy Ste 140	Langhorne	PA	19047-3302	215.757.7600
Battle	Brian	2300 E Lincoln Hwy Ste 140	Langhorne	PA	19047-3302	215.757.7600
Roberts	Geoffrey	33 S Delaware Ave Ste 204D	Yardley	PA	19067-1524	215.493.6800
Sohovich	Martin	2300 E Lincoln Hwy Ste 140	Langhorne	PA	19047-3302	215.757.7600
La Rose	Richard	2300 E Lincoln Hwy Ste 140	Langhorne	PA	19047-3302	215.757.7600
White	John	2300 E Lincoln Hwy Ste 140	Langhorne	PA	19047-3302	215.757.7600
Carpenito	Leslie	1418 S 13th St, FL 2	Philadelphia	PA	19147-4918	215.454.2683
Morel	Cesar	Doylestown Private Wealth Bldg, 48 W Oakland Ave	Doylestown	PA	18901-4218	267.893.6920
Allen	Richard	Doylestown Private Wealth Bldg, 48 W Oakland Ave	Doylestown	PA	18901-4218	267.893.6920
Wallace	Peter	Doylestown Private Wealth Bldg, 48 W Oakland Ave	Doylestown	PA	18901-4218	267.893.6920
Sporer	Thomas	865 Easton Rd, Ste 350	Warrington	PA	18976-7802	267.483.5500
Mcculloch	Douglas	Doylestown Private Wealth Bldg, 48 W Oakland Ave	Doylestown	PA	18901-4218	267.893.6920
Cioffi	Ryan	865 Easton Rd, Ste 350	Warrington	PA	18976-7802	267.483.5500
Camera	Gerald	5 E Germantown Pike	Plymouth Meeting	PA	19462-1539	610.943.3113
Richards	Scott	1000 Germantown Pike Ste H1	Plymouth Meeting	PA	19462-2488	610.943.3106
Visperas	Lourdes	1000 Germantown Pike Ste H1	Plymouth Meeting	PA	19462-2488	610.943.3106
Meli	Stephen	100 N 18th St Ste 750	Philadelphia	PA	19103-2707	215.845.9698
Zwarych	Mary	100 N 18th St Ste 750	Philadelphia	PA	19103-2707	215.845.9698
Sosna	Scott	100 N 18th St Ste 750	Philadelphia	PA	19103-2707	215.845.9698
Virgone	Joseph	104 Corporate Dr E	Langhorne	PA	19047-8005	267.759.6064
Lang	Edward	1000 Germantown Pike Ste H1	Plymouth Meeting	PA	19462-2488	610.943.3106
Peters	David	100 N 18th St Ste 750	Philadelphia	PA	19103-2707	215.845.9698
Heide	Michelle	1000 Germantown Pike Ste H1	Plymouth Meeting	PA	19462-2488	610.943.3106
Croghan	Stephen	254 E Girard Ave Ste 1	Philadelphia	PA	19125-3978	215.982.2260
Rotella	Christopher	510 Hidden Ln	Gilbertsville	PA	19525-9818	610.323.8435
Lewis	William	5 E Germantown Pike	Plymouth Meeting	PA	19462-1539	610.943.3113
Burklow	Timothy	168 W Ridge Pike, Ste 202	Limerick	PA	19468-1774	610.825.4909
Rotella	Matthew	100 N 18th St Ste 750	Philadelphia	PA	19103-2707	215.845.9698
Palazzo	Alan	4661 Trindle Rd, Ste 400	Camp Hill	PA	17011-5603	717.761.3600
Schuldt	Frederick	4661 Trindle Rd, Ste 400	Camp Hill	PA	17011-5603	717.761.3600
Jeske	Kenneth	4661 Trindle Rd, Ste 400	Camp Hill	PA	17011-5603	717.761.3600
Grasso	Laura	180 Good Dr Ste 4	Lancaster	PA	17603-4359	717.392.3600
Brehm	Jeffrey	28c East Roseville Rd	Lancaster	PA	17601-3869	717.869.6377
Manochio	Rocco	28c East Roseville Rd	Lancaster	PA	17601-3869	717.869.6377
Sposato	Anthony	30A E Roseville Rd	Lancaster	PA	17601-3865	717.735.2332
Klenofsky	Mitch	5917 Main St	East Petersburg	PA	17520-1519	717.803.2212
McDaid	Brian	301 Broadway Ste 200B	Bethlehem	PA	18015-1559	610.365.7525
Farrell	James	67 Commerce Dr Ste 2	Wyomissing	PA	19610-3323	484.577.4524
Ward	William	100 N Wilkes Barre Blvd, Ste 312	Wilkes Barre	PA	18702-5266	570.829.7058
Mandile	Joseph	100 N Wilkes Barre Blvd, Ste 312	Wilkes Barre	PA	18702-5266	570.829.7058
Gioia	Thomas	1450 Martin St	State College	PA	16803-3065	814.808.4750
Zaccardo	Joseph	640 George Washington Hwy, Bldg A Ste 202	Lincoln	RI	02865-4332	401.333.1444
Bifulco	Gerard	640 George Washington Hwy, Bldg A Ste 202	Lincoln	RI	02865-4332	401.333.1444
Chivi	Zakkour	1000 Chapel View Blvd, Ste 250	Cranston	RI	02920-3067	401.946.9905
Crapelli	Vincent	35 S County Commons Way, Ste D-12	Wakefield	RI	02879-8240	401.792.4910
Landau	Edward	1000 Chapel View Blvd, Ste 250	Cranston	RI	02920-3067	401.335.3423
Light	David	888 Reservoir Ave	Cranston	RI	02910-4414	401.681.4999
Rinaldo	Michael	1000 Chapel View Blvd, Ste 250	Cranston	RI	02920-3067	401.946.9905
Davis	Ian	1150 New London Ave Ste 340	Cranston	RI	02920-3036	401.921.5000
Heidenberg	Timothy	26 Valley Rd Ste 101	Middletown	RI	02842-6371	401.681.4999
Furnary	James	117 Metro Center Blvd, Ste 2004	Warwick	RI	02886-1774	401.681.4616
Raghu	Anne	16 Mathew Dr	Johnston	RI	02919-1644	401.934.1807
Hrab	Walter	117 Metro Center Blvd, Ste 2004	Warwick	RI	02886-1774	401.946.9915
Morgan	William	135 Quaker Ln	N Scituate	RI	02857-1225	401.934.0617
Dixit	Ravindra	1000 Chapel View Blvd, Ste 250	Cranston	RI	02920-3067	401.946.9905
Rice	Randall	1000 Chapel View Blvd, Ste 250	Cranston	RI	02920-3067	401.946.9905
Sweet	Stephen	117 Metro Center Blvd, Ste 2004	Warwick	RI	02886-1774	401.681.4616

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Last	First	Address	City	State	Zip Code	Bus Phone
Rosenberg-Moffitt	Lauren	40 Spring Valley Dr	E Greenwich	RI	02818-1908	401.398.0532
Levine	David	1000 Chapel View Blvd, Ste 250	Cranston	RI	02920-3067	401.946.9905
Andriola	Philip	117 Metro Center Blvd, Ste 2004	Warwick	RI	02886-1774	401.946.9915
Scaramuzzo	Valentino	400 Massasoit Ave, Ste 102	East Providence	RI	02914-2017	401.434.1510
Block	Theodore	1150 New London Ave Ste 100	Cranston	RI	02920-3036	401.946.9905
Limperopoulos	George	36 S County Commons Way Ste C8	South Kingstown	RI	02879-8272	401.681.4615
Bishop	Stephen	730 Kingstown Rd, Ste B-3	Wakefield	RI	02879-3011	401.789.1120
Barone	Peter	1000 Chapel View Blvd, Ste 202	Cranston	RI	02920-3065	401.793.6576
Miller	Steven	730 Kingstown Rd, Ste B-3	Wakefield	RI	02879-3011	401.789.1120
Bostwick	Sean	1533 Fording Island Road, Suite 328	Hilton Head	SC	29926-1103	843.837.1220
Mocniak	Joseph	259 Seven Farms Dr Ste 200	Daniel Island	SC	29492-7553	843.284.1237
Stepniewski	Todd	465 Woodruff Rd	Greenville	SC	29607-3417	864.250.3000
Tassey	William	100 Dunbar St Ste 100	Spartanburg	SC	29306-5186	864.316.0864
Conway	Michael	709 Long Point Road, Suite A	Mt Pleasant	SC	29464-8287	843.971.0982
Drost	Andrew	259 Seven Farms Dr Ste 200	Daniel Island	SC	29492-7553	843.284.1237
Matera	Thomas	3103 Devine St, Fl 2	Columbia	SC	29205-1881	803.365.1442
Kricher	Jeanmarie	75 Port City Lndg Ste 110, PMB 4	Mount Pleasant	SC	29464-4984	843.259.5372
Salmon	Michael	201 E Camperdown Way	Greenville	SC	29601-2908	864.239.0393
Yang	Tony	12 Maple Tree Ct Ste 201	Greenville	SC	29615-4079	864.770.0442
Anton	Lauraine	845 Polo Rd Ste 1	Columbia	SC	29223-1004	803.419.1577
Levine	Peter	6 Fish Haul Rd	Columbia	SC	29209-0871	803.782.2121
Candela	Joseph	331 E Main St, Ste 200	Rock Hill	SC	29730-5371	803.909.9346
Sangirardi	Michael	845 Polo Rd Ste 1	Columbia	SC	29223-1004	803.419.1577
Lukovenko	Dmitry	330 Pelham Rd Ste 105B	Greenville	SC	29615-3111	864.451.7890
Bakshi	Jagdip	1211 John B White Sr Blvd, Suite 2	Spartanburg	SC	29306-3924	864.587.7500
Eng	Raymond	181 E Evans Street, Suite E 3 BTC 040	Florence	SC	29506-2511	843.664.2835
Kash	Lance	311 Meetze Ave	Lexington	SC	29072-2625	803.358.9444
Paolucci	Michael	201 Sigma Dr Ste 300	Summerville	SC	29486-7722	843.594.3249
Bertucci	Donald	115 McNulty St, PO Box 752	Blythewood	SC	29016-8736	803.691.8181
Filocomo	Jennifer	121 Arrowwood Rd	Columbia	SC	29210-7501	803.731.5959
Volkman	David	880 S Pleasantburg Dr, Ste 1C	Greenville	SC	29607-2434	864.370.9222
Daly	David	109 N Main St	Sumter	SC	29150-4958	803.934.1588
Frank	Craig	201 E Camperdown Way	Greenville	SC	29601-2908	864.239.0393
Conlon	Brian	2411 N Oak St, Ste 305	Myrtle Beach	SC	29577-3165	843.444.0306
Millstein	Gilbert	709 Long Point Road, Suite A	Mt Pleasant	SC	29464-8287	843.971.0982
Manto	Gregory	3015 Dunes West Blvd Ste 501	Mt Pleasant	SC	29466-8218	843.654.9126
Ackerhalt	Ryan	311 Meetze Ave	Lexington	SC	29072-2625	803.358.9444
Goldberg	Wesley	698 D Bultman Drive	Sumter	SC	29150-2549	803.775.5181
Killebrew	Steve	803 Roper Creek Dr	Greenville	SC	29615-6938	864.292.3770
Feighan	Gregory	1002 Buck St	Conway	SC	29526-4119	843.488.2192
Amoruso	Donald	1601 N Oak St, Ste 402	Myrtle Beach	SC	29577-3579	843.448.9110
Briganti	Santo	2411 N Oak St Ste 303	Myrtle Beach	SC	29577-3165	843.492.7701
Leimgruber	Eric	8 S Poinsett Hwy	Travelers Rest	SC	29690-1822	864.565.8228
Kleiner	David	3814 Dyches Rd	Aiken	SC	29801-2814	803.502.1226
Feighan	Robert	592 Cardinal Dr	Aiken	SC	29803	803.642.0544
Dell'Aglio	Corrado	418 E Railroad Ave	Leesville	SC	29070-7063	803.317.6077
Stoffere	John	445 Silver Bluff Rd	Aiken	SC	29803-7858	803.979.6093
Nicolosi	Thomas	1813 Pickens St	Columbia	SC	29201-2630	803.750.5337
MASIELLO	Daniel	1813 Pickens St	Columbia	SC	29201-2630	803.750.5337
Storberg	Eric	100 Shorecrest Drive, PO Box 469	Clemson	SC	29633-0469	864.654.0837
Ross	John	100 Shorecrest Drive, PO Box 469	Clemson	SC	29633-0469	864.654.0837
Burnley	Louis	119A Professional Park Dr	Seneca	SC	29678-2558	864.885.1045
Navazio	Licia	497 Bramson Ct Unit 101A	Mount Pleasant	SC	29464-8325	800.948.2706
Green	David	485 Chapin Rd Ste A	Chapin	SC	29036-8877	803.941.7519
Penica	Jay	975 Market St, Suite 206	Fort Mill	SC	29708	803.792.4770
Staudenmayer	Edward	100 S Main St Ste O	Summerville	SC	29483-6083	843.875.0564
Martin	Bronwyn	317 Broadway Ave, Ste 2	Yankton	SD	57078-4259	605.668.9155
Weaver	Donald	4900 S Minnesota Ave, Suite 102	Sioux Falls	SD	57108-2865	605.367.1717
Stephenson	Ryan	115 Broadway Ave Ste 2	Yankton	SD	57078-4210	605.665.8608
Mastrogiorgos	George	5024 S Bur Oak Pl, Ste 117	Sioux Falls	SD	57108-2237	605.731.1862
Morrison	Richard	5024 S Bur Oak Pl, Ste 117	Sioux Falls	SD	57108-2237	605.731.1862
Graybill	Thomas	905 W Cedar St, PO Box 306	Beresford	SD	57004-1616	605.763.2098
Lanzalotto	Louis	731 Saint Joseph St Ste 220	Rapid City	SD	57701-2778	605.791.5321
Place	Roger	3710 S West Ave	Sioux Falls	SD	57105-6352	605.335.1693
Hoey	Matthew	212 N Egan Ave, PO Box 202	Madison	SD	57042-2227	605.256.4774
Schad	Richard	221 N Main St	Salem	SD	57058-2004	605.425.3001
Grimmie	Stephen	646 Jennings Ave Ste 20, Simco Plaza	Hot Springs	SD	57747-1661	605.745.4900
Penny	William	1839 W Main St, Ste 2	Rapid City	SD	57702-2566	605.348.2415
Faverzani	Frank	4940 5th St, Ste 1B	Rapid City	SD	57701-6026	605.348.3030
Van Ollefen	Lawrence	712 N 12th St	Spearfish	SD	57783-2239	605.642.1885
Meis	James	2040 W Main St, Ste 208	Rapid City	SD	57702-2446	605.399.2741
Farrell	Kevin	214 E 2nd St	Winner	SD	57580-1306	605.842.3832
DiPietro	John	383 W Steamboat Dr, Ste 103	Dakota Dunes	SD	57049-5390	605.232.6035
Rucker	Charles	525 5th St SE, Ste 1	Watertown	SD	57201-4977	605.878.1122

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Notarianni	Vincent	119 N Main St	Mitchell	SD	57301-3415	605.995.5950
Borstein	Aaron	5120 S Western Ave, Ste 101	Sioux Falls	SD	57108-2664	605.332.4600
Giffin	Carty	1334 19th St NE	Watertown	SD	57201-6799	605.886.4059
Murray	Ryan	101 3rd Ave SW	Aberdeen	SD	57401-4129	605.229.2073
Marshall	William	412 Georgia Ave Ste 210	Chattanooga	TN	37403-1845	423.648.2900
Joshi	Hema	751 Cool Springs Blvd, Ste 200	Franklin	TN	37067-2730	615.771.5278
Nabasny	Richard	2550 Meridian Blvd Ste 350	Franklin	TN	37067-6383	615.747.2120
Notarianni	James	751 Cool Springs Blvd, Ste 200	Franklin	TN	37067-2730	615.771.5278
Huggins	Andrew	751 Cool Springs Blvd, Ste 200	Franklin	TN	37067-2730	615.771.5278
Mumaw	James	751 Cool Springs Blvd, Ste 200	Franklin	TN	37067-2730	615.771.5278
Burkholder	Boyd	2550 Meridian Blvd Ste 350	Franklin	TN	37067-6383	615.747.2120
Walsh	Abraham	751 Cool Springs Blvd, Ste 200	Franklin	TN	37067-2730	615.771.5278
Engel	Steven	751 Cool Springs Blvd, Ste 200	Franklin	TN	37067-2730	615.771.5278
Hancock	Michael	1984 Rosemark Rd Suite C	Atoka	TN	38004-7843	615.905.5681
Barnes	Stewart	213 Overlook Circle, Ste A 2	Brentwood	TN	37027-3303	615.234.7526
Parker	Carey	213 Overlook Circle, Ste A 2	Brentwood	TN	37027-3303	615.234.7526
Ghosh	Bivas	109 S Northshore Dr, Ste 302A	Knoxville	TN	37919-4925	865.602.7700
Bondi	Kevin	4509 Papermill Dr	Knoxville	TN	37909-1969	865.212.2376
Frank	Matthew	102 W Springbrook Dr	Johnson City	TN	37604-1757	423.930.8959
Jacoby	Jeffrey	1616 Westgate Cir	Brentwood	TN	37027-8019	615.844.6125
Lemly	Gerard	817 E Oldham Ave	Knoxville	TN	37917-5568	865.588.0555
Shantz	David	1111 Northshore Dr Ste N-250	Knoxville	TN	37919-4005	865.357.5000
Bruno	Anthony	139 S Charles G Seivers Blvd	Clinton	TN	37716-3927	865.463.9411
Hoehn	Christopher	6341 Middlebrook Pike	Knoxville	TN	37909-1238	865.973.9713
Green	Renee	9724 Kingston Pike, Ste 1010	Knoxville	TN	37922-6906	865.690.6169
Sunday	Douglas	108 W MAIN ST	Kingsport	TN	37660-4214	423.246.1686
Murphy	John	22 Public Sq, Ste 1	Columbia	TN	38401-3355	931.388.6346
Pasta	Thomas	2220 Award Winning Way, Ste 100	Knoxville	TN	37932-1995	865.693.4772
Kirk	Andrea	683 Emory Valley Rd, Ste C	Oak Ridge	TN	37830-7746	865.482.1982
Collett	Donald	10025 Investment Dr Ste 150	Knoxville	TN	37932-2664	865.483.6669
Saunders	Robert	213 Overlook Circle, Ste A 2	Brentwood	TN	37027-3303	615.234.7526
Moser	Christopher	270 Glenis Dr, Ste B	Murfreesboro	TN	37129-5102	615.890.9411
Lavorini	Larry	100 Blythewood Dr Ste B	Columbia	TN	38401-4828	931.388.9768
Costigan	Michael	2158 Northgate Park Ln Ste 209	Chattanooga	TN	37415-6911	423.870.2112
Ritsinias	Spyros	9724 Kingston Pike, Ste 1010	Knoxville	TN	37922-6906	865.690.6169
Langello	Anthony	3993 Memorial Blvd	Springfield	TN	37172-4200	615.384.5066
Thomas	James	4509 Papermill Dr	Knoxville	TN	37909-1969	865.212.2376
Solomon	David	1111 Northshore Dr Ste N-250	Knoxville	TN	37919-4005	865.357.5000
Brooks	Danielle	1616 Westgate Cir	Brentwood	TN	37027-8019	615.844.6125
Avrunin	Brian	208 Sunset Dr Ste 101	Johnson City	TN	37604-2572	423.283.9660
Price	Jamie	6341 Middlebrook Pike	Knoxville	TN	37909-1238	865.973.9713
James	Benjamin	200 E Main St, Ste 302	Kingsport	TN	37660-4354	423.246.9226
Ackerson	Steven	714 S Church St	Murfreesboro	TN	37130-4926	629.207.4944
Hukmani	Bhavik	725 Cool Springs Blvd, Ste 600	Franklin	TN	37067-2716	615.864.5391
Plant	Richard	8086 Berry Farms Xing Ste 130	Franklin	TN	37064-1966	615.312.8222
Schad	Stephen	371 Fountain View Cir	Alcoa	TN	37701-1945	865.982.2653
Carlson	Jeffrey	1210 Premier Dr Ste 202, Ste 140	Chattanooga	TN	37421-3747	423.648.0782
Mc Garvey	Christopher	6111 Shallowford Rd, Ste 101	Chattanooga	TN	37421-7800	423.424.3301
Haley	Preal	6111 Shallowford Rd, Ste 101	Chattanooga	TN	37421-7800	423.424.3301
Dubinski	Joseph	6111 Shallowford Rd, Ste 101	Chattanooga	TN	37421-7800	423.424.3301
Repko	David	7047 Lee Hwy, Ste 309	Chattanooga	TN	37421-1999	423.386.5751
Rosenthal	David	6111 Shallowford Rd, Ste 101	Chattanooga	TN	37421-7800	423.424.3301
Shuck	Michael	6111 Shallowford Rd, Ste 101	Chattanooga	TN	37421-7800	423.424.3301
Kuczynski	Justin	7047 Lee Hwy, Ste 309	Chattanooga	TN	37421-1999	423.386.5751
Bollhorst	Lee	6111 Shallowford Rd, Ste 101	Chattanooga	TN	37421-7800	423.424.3301
Kujawski	James	5100 Poplar Ave Ste 514, PO Box 770547	Memphis	TN	38137-0514	901.312.7804
Nicholson	Elizabeth	1053 W Rex Rd	Memphis	TN	38119-3819	901.683.6767
Nation	Philip	6750 Poplar Ave, Ste 206	Memphis	TN	38138-7414	901.312.7806
Richardson	James	9037 Poplar Ave, Ste 102	Germantown	TN	38138-7854	901.312.7801
Carrington	James	9037 Poplar Ave, Ste 102	Germantown	TN	38138-7854	901.312.5067
Mc Clagherty	Jeffrey	138 Timber Creek Dr	Cordova	TN	38018-4234	901.312.5060
Bagby	William	138 Timber Creek Dr	Cordova	TN	38018-4234	901.312.5060
Prevost	Keith	138 Timber Creek Dr	Cordova	TN	38018-4234	901.312.5060
Colston	Jonathan	138 Timber Creek Dr	Cordova	TN	38018-4234	901.312.5060
Sielatycki	Phillip	227 S 1st St	Union City	TN	38261-3803	731.885.2222
Hayworth	Creighton	9037 Poplar Ave, Ste 102	Germantown	TN	38138-7854	901.312.7801
Johnson	Jason	1052 Brookfield Rd, Ste 300	Memphis	TN	38119-3860	901.682.5757
Bowen	Michael	1408 Currier Ln	Knoxville	TN	37919-8821	865.531.9185
Driver	Everette	1408 Currier Ln	Knoxville	TN	37919-8821	865.531.9185
Krech	Stephen	1408 Currier Ln	Knoxville	TN	37919-8821	865.531.9185
Wayman	Patrick	444 Executive Center Blvd, Ste 222	El Paso	TX	79902-1039	830.992.3048
Smith	Jeffrey	363 N Sam Houston Pkwy E, Ste 1480	Houston	TX	77060-2430	281.931.1900
Graf	Matthew	363 N Sam Houston Pkwy E, Ste 1480	Houston	TX	77060-2430	281.931.1900
Johnson	Ursula	363 N Sam Houston Pkwy E, Ste 1480	Houston	TX	77060-2430	281.931.1900

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## EXHIBIT J

### INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Selden	Ayesha	25511 Budde Rd, Ste 2603	The Woodlands	TX	77380-2388	832.791.5040
Jue	Terry	363 N Sam Houston Pkwy E, Ste 1480	Houston	TX	77060-2430	281.931.1900
Sacker	David	409 W 4th St, Ste 101	Weatherford	TX	76086-1560	817.341.9898
Ingulli	Nina	8309 Whitley Rd, Ste 101	Watauga	TX	76148-2485	817.427.5300
Cleary	Robert	1401 Precinct Line Rd	Hurst	TX	76053-3827	817.591.8000
Sabol	Timothy	1401 Precinct Line Rd	Hurst	TX	76053-3827	817.591.8000
Bishop	William	2840 W Southlake Blvd, Ste 120	Southlake	TX	76092-6767	817.635.6120
Neill	Christy	2340 W Interstate 20, Ste 214	Arlington	TX	76017-7603	817.465.6000
Dankner	Evan	318 W Highland Blvd	San Angelo	TX	76903-7313	325.942.0600
Peers	Brian	8309 Whitley Rd, Ste 101	Watauga	TX	76148-2485	817.427.5300
Burns	Marlene	205 N Oak St Unit B, Ste 101	Roanoke	TX	76262-7001	817.879.7695
Frazer	Ari	8309 Whitley Rd, Ste 101	Watauga	TX	76148-2485	817.427.5300
White	Daniel	7840 Hillside Rd Ste 200	Amarillo	TX	79119-7875	806.352.0664
Grauer	Kevin	214 E College St	Grapevine	TX	76051-5332	214.273.4315
Friedman	Eric	1401 Precinct Line Rd	Hurst	TX	76053-3827	817.591.8000
Hess	Barry	1401 Precinct Line Rd	Hurst	TX	76053-3827	817.591.8000
Dotzman	James	1401 Precinct Line Rd	Hurst	TX	76053-3827	817.591.8000
Putney	Thomas	1401 Precinct Line Rd	Hurst	TX	76053-3827	817.591.8000
Gallant	Montgomery	1401 Precinct Line Rd	Hurst	TX	76053-3827	817.591.8000
Kidd	David	2840 W Southlake Blvd, Ste 120	Southlake	TX	76092-6767	817.635.6120
Grove	John	3134 Executive Dr, Ste B2	San Angelo	TX	76904-6886	325.942.1917
Rapp	Kenneth	2840 W Southlake Blvd, Ste 120	Southlake	TX	76092-6767	817.635.6120
Muscalus	John	2840 W Southlake Blvd, Ste 120	Southlake	TX	76092-6767	817.635.6120
Aument	Jeffrey	3131 Bell St Ste 101	Amarillo	TX	79106-5029	806.331.1901
Essis	Anthony	4810 Southland Blvd	San Angelo	TX	76904-4610	325.716.4022
Burkholder	Dane	2909 Sherwood Way, Ste 100	San Angelo	TX	76901-3583	325.949.9850
Landis	Matthew	8310-1 N Capital of Texas Hwy, Ste 360	Austin	TX	78731-1077	512.744.4180
Ramirez	Susan	8310-1 N Capital of Texas Hwy, Ste 360	Austin	TX	78731-1077	512.744.4180
Denison	Dianne	8820 Business Park Dr, Ste 100	Austin	TX	78759-7456	512.346.6530
Hetrick	Andrea	115 Wild Basin Rd S Ste 310, Bldg 1 Ste 425	Austin	TX	78746-3475	512.991.1101
Krugel	Joseph	4131 Spicewood Springs Rd, Ste E3	Austin	TX	78759-8659	512.630.7926
Krugel	Kevin	501 Congress Ave, Ste 150	Austin	TX	78701-3575	512.391.6990
Saalman	Daniel	8310-1 N Capital of Texas Hwy, Ste 360	Austin	TX	78731-1077	512.744.4180
Gregor	Joan	11675 Jollyville Rd, Ste 200	Austin	TX	78759-3939	512.231.0725
Mazzilli	Michael	10415 Morado Cir, Ste 2-100	Austin	TX	78759-5698	512.744.4800
Fallon	Matthew	11675 Jollyville Rd, Ste 200	Austin	TX	78759-3939	512.231.0725
Kunstreich	B	8310-1 N Capital of Texas Hwy, Ste 360	Austin	TX	78731-1077	512.744.4180
Jacobsen	Jarrett	11675 Jollyville Rd, Ste 200	Austin	TX	78759-3939	512.231.0725
Ferreira-Lopreato	Ana	4131 Spicewood Springs Rd, Suite 1 5	Austin	TX	78759-8661	512.527.9900
Gonzales	Arnel	2851 Joe DiMaggio Blvd, Bldg 8 Ste 16	Round Rock	TX	78665-3961	512.986.5569
Bhashyam	Shiva	11675 Jollyville Rd, Ste 200	Austin	TX	78759-3939	512.231.0725
Burns	Jeffrey	11675 Jollyville Rd, Ste 200	Austin	TX	78759-3939	512.231.0725
De Lucia	Anthony	1707 Foggy Glen Cove	Austin	TX	78733-1541	512.263.3695
Walker	Stephen	108 Wild Basin Rd S Ste 250, Bldg 1 Ste 425	Austin	TX	78746	512.522.1316
Andreacchio	Robert	11675 Jollyville Rd, Ste 200	Austin	TX	78759-3939	512.231.0725
Guggenheim	Eric	11675 Jollyville Rd, Ste 200	Austin	TX	78759-3939	512.231.0725
Nocito	James	10415 Morado Cir, Ste 2-100	Austin	TX	78759-5698	512.744.4800
Thesing	William	8310-1 N Capital of Texas Hwy, Ste 360	Austin	TX	78731-1077	512.744.4180
La Selva	Louis	11675 Jollyville Rd, Ste 200	Austin	TX	78759-3939	512.231.0725
Radimer	Keith	11675 Jollyville Rd, Ste 200	Austin	TX	78759-3939	512.231.0725
Pittaoulis	George	8310-1 N Capital of Texas Hwy, Ste 360	Austin	TX	78731-1077	512.744.4180
Zaroli	Alfred	10415 Morado Cir, Ste 2-100	Austin	TX	78759-5698	512.744.4800
Santillo	Matthew	8310-1 N Capital of Texas Hwy, Ste 360	Austin	TX	78731-1077	512.744.4180
Johnston	Gary	8310-1 N Capital of Texas Hwy, Ste 360	Austin	TX	78731-1077	512.744.4180
Fitzgerald	Matthew	2219 Lamar Ave	Paris	TX	75460-4755	903.785.7000
Altmann	Brian	711 N Carancahua St, Ste 1701	Corpus Christi	TX	78401-0575	361.654.1900
Esterman	Robert	1206 East Tyler Ave	Harlingen	TX	78550-7140	956.423.1023
Hansen	Roy	612 S Missouri Ave	Weslaco	TX	78596-6940	956.412.9454
Schneider	Larry	6160 Warren Pkwy, Ste 100	Frisco	TX	75034-9415	972.731.2612
Heiser	Christopher	17304 Preston Rd, Ste 1210	Dallas	TX	75252-4634	214.572.2260
Warner	Thomas	4504 Legacy Dr, Ste 200	Plano	TX	75024-2188	214.445.0615
Siciliano	Michael	3610 Shire Blvd Ste 212	Richardson	TX	75082-2239	972.635.0100
Spanfeller	Joseph	2435 N Central Expy, Ste 870	Richardson	TX	75080-2737	972.398.8599
Gallagher	Ian	3610 Shire Blvd Ste 212	Richardson	TX	75082-2239	972.635.0100
Leonard	Charles	911 W Loop 281 Ste 113	Longview	TX	75604-2953	903.297.9800
Delmonte	Donald	3610 Shire Blvd Ste 212	Richardson	TX	75082-2239	972.635.0100
Eldridge	William	1200 S Cedar St, PO Box 5084	Borger	TX	79008-0908	806.273.7800
Williamson	Kevin	2339 Dueling Oaks	Tyler	TX	75703-0311	903.592.7526
Swartzwelder	Brad	2435 N Central Expy, Ste 915	Richardson	TX	75080-2753	214.380.8500
Brennan	Christopher	3315 81st St, Ste D	Lubbock	TX	79423-2035	806.791.5904
Palmatier	Janet	5000 Quorum Dr Ste 375	Dallas	TX	75254-7091	972.692.5069
Palen	Stephen	2221 Lakeside Blvd Ste 1250	Richardson	TX	75082-4379	214.445.0600
Palen	Adam	4504 Legacy Dr, Ste 200	Plano	TX	75024-2188	214.445.0615
Miller-Hammes	Jodi	7160 N Dallas Pkwy Ste 125	Plano	TX	75024-7214	214.445.0618

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### INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Forliti	Nicholas	2221 Lakeside Blvd Ste 1250	Richardson	TX	75082-4379	214.445.0600
Amberg O'Connor	Barbara	911 W Loop 281 Ste 113	Longview	TX	75604-2953	903.297.9800
Bargfrede	Joshua	2221 Lakeside Blvd Ste 1250	Richardson	TX	75082-4379	214.445.0600
Lewis	James	4504 Legacy Dr, Ste 200	Plano	TX	75024-2188	214.445.0615
James	Anthony	7160 N Dallas Pkwy Ste 125	Plano	TX	75024-7214	214.445.0618
Feutz	Christopher	102 N College Ave Ste 509	Tyler	TX	75702-7440	903.571.6421
Lewitzke	Adam	168 Col Etheredge, Ste D Unit G	Huntsville	TX	77340-4224	936.828.0113
Denny	Amanda	4504 Legacy Dr, Ste 200	Plano	TX	75024-2188	214.445.0615
Piper	Mark	3223 S Loop 289, Ste 310	Lubbock	TX	79423-1353	806.793.7930
Holewinski	Rick	100 N Bolivar St Ste 109, PO BOX 2004	Marshall	TX	75670-3305	903.742.4222
Diestler	Kelly	1346 Broadway St, Ste 101	Pearland	TX	77581-6482	281.404.7600
Engles	Mark	10375 Richmond Ave, Ste 250	Houston	TX	77042-4124	713.954.4940
Hemauer	Scott	9821 Katy Fwy, Ste 840	Houston	TX	77024-1205	713.464.9700
Somerville	Carey	10375 Richmond Ave, Suite 1503	Houston	TX	77042-4163	713.953.0200
Higgins	William	3 Sugar Creek Center Blvd, Ste 550	Sugar Land	TX	77478-2213	713.551.4000
Schmidt	Kathleen	9821 Katy Fwy, Ste 840	Houston	TX	77024-1205	713.464.9700
Schanhofer	Derek	9821 Katy Fwy, Ste 840	Houston	TX	77024-1205	713.464.9700
Dretzka	Heather	711 W Bay Area Blvd Ste 400, Ste 500	Webster	TX	77598-4000	281.724.9612
Mcdougal	Susan	10375 Richmond Ave, Ste 250	Houston	TX	77042-4124	713.954.4940
Groeschl	Rick	9307 Broadway St Ste A317	Pearland	TX	77584-9765	713.478.1545
Hatch	Amy	1428 W Alabama St	Houston	TX	77006-4071	713.521.0300
Engen	Lana	800 Bering Dr Ste 105, Ste 1710	Houston	TX	77057-2130	713.400.5000
Kelley	Joan	6750 West Loop South, Ste 840	Bellaire	TX	77401-4113	713.600.3410
Boccignone	David	3 Sugar Creek Center Blvd, Ste 550	Sugar Land	TX	77478-2213	713.551.4000
Fitzgerald	Jacob	1428 W Alabama St	Houston	TX	77006-4071	713.521.0300
Englehart	Scott	10375 Richmond Ave, Ste 250	Houston	TX	77042-4124	713.954.4940
Smith	Michael	10000 Memorial Dr, Ste 460	Houston	TX	77024-3409	713.954.4930
Koehler	James	10375 Richmond Ave, Suite 1503	Houston	TX	77042-4163	713.953.0200
Jarvis	Andrew	9821 Katy Fwy, Ste 840	Houston	TX	77024-1205	713.464.9700
Fox	Edward	9821 Katy Fwy, Ste 840	Houston	TX	77024-1205	713.464.9700
Hermening	Kevin	711 W Bay Area Blvd Ste 400, Ste 500	Webster	TX	77598-4000	281.724.9612
Pergolski	Joel	9821 Katy Fwy, Ste 840	Houston	TX	77024-1205	713.464.9700
Hartsough	GR Brent	711 W Bay Area Blvd Ste 400, Ste 500	Webster	TX	77598-4000	281.724.9612
Raddatz	Nathan	10000 Memorial Dr, Ste 460	Houston	TX	77024-3409	713.954.4930
Meyer	David	150 Pine Forest Dr Ste 601	Shenandoah	TX	77384-5302	936.231.8966
Meyer	Tania	1322 Space Park Dr Ste A200	Houston	TX	77058-3458	281.800.9537
Antti	Brent	711 W Bay Area Blvd Ste 400, Ste 280	Webster	TX	77598-4000	281.724.9612
Yaggie	Christopher	5606 N Navarro St, Ste 207	Victoria	TX	77904-1758	361.575.2600
Detjen	David	8034 Highway 90A, Ste 100	Sugar Land	TX	77478-2961	281.494.8211
Mann	Joseph	5925 Phelan Blvd Ste I	Beaumont	TX	77706-6253	409.721.6200
Firkins	David	115 N Dixie Dr, Ste 120	Lake Jackson	TX	77566-5958	979.297.3324
Larson	Allan	800 Bering Dr Ste 105	Houston	TX	77057-2130	713.400.5000
Heideman	Kevin	4925 Davis Blvd Ste 102	North Richland Hills	TX	76180-6875	817.492.8100
Osborne	Kirk	2830 N FM 565 Rd Ste 600	Mont Belvieu	TX	77523-5075	281.838.3100
Michelsen	James	1601 Elm St Ste 4350, Ste 1040	Dallas	TX	75201-7234	214.272.8171
Durfey	Chad	4144 N Central Expy Ste 538	Dallas	TX	75204-2105	214.240.0600
Pavelka	John	8751 Collin McKinney Pkwy, Ste 301	McKinney	TX	75070-1658	972.866.7960
Dombroski	Michael	5600 Tennyson Pkwy Ste 130	Plano	TX	75024-3998	214.697.8882
Abodeely	Edmund	1601 Elm St Ste 4350, Ste 1040	Dallas	TX	75201-7234	214.272.8171
Sarsfield	Chadwic	1601 Elm St Ste 4350, Ste 1040	Dallas	TX	75201-7234	214.272.8171
Denning	Joshua	1601 Elm St Ste 4350, Ste 1040	Dallas	TX	75201-7234	214.272.8171
Toporowski	Kerry	203 W Davis St	McKinney	TX	75069-4435	214.592.8660
Bailey	Justin	450 Highland Hills Ln	Highland Village	TX	75077-7240	972.317.1555
Mack	Bernard	950 E State Hwy 114, Ste 160	Southlake	TX	76092-5261	817.301.0309
Blessing	Michael	1601 Elm St Ste 4350, Ste 1040	Dallas	TX	75201-7234	214.272.8171
Raskie	Alan	1601 Elm St Ste 4350, Ste 1040	Dallas	TX	75201-7234	214.272.8171
Boettner	Alauna	8700 Crownhill Blvd Ste 301	San Antonio	TX	78209-1128	210.858.6004
Fleege	Michael	9102 Regal St	San Antonio	TX	78216-5224	210.340.5010
Graber	Martin	414 W Austin St	Fredericksburg	TX	78624-3208	830.992.3048
Crose	David	2161 NW Military Hwy, Ste 204	San Antonio	TX	78213-1844	210.341.5368
Martin	Bradford	301 Junction Hwy Ste 249	Kerrville	TX	78028-4203	830.257.0406
Goodmundson	Dale	1314 E Sonterra Blvd, Bldg 4 Ste 401	San Antonio	TX	78258-4278	210.582.1300
Mc Cauley	Kevin	1314 E Sonterra Blvd, Bldg 4 Ste 401	San Antonio	TX	78258-4278	210.582.1300
Keeney	Kelly	3522 Paesanos Pkwy Ste 303	San Antonio	TX	78231-1231	210.764.1390
Evanovich	Joseph	5633 S Staples St Ste 700	Corpus Christi	TX	78411-4679	361.991.5424
Carrier	Matthew	1314 E Sonterra Blvd, Bldg 4 Ste 401	San Antonio	TX	78258-4278	210.582.1300
Theisen	Steven	1314 E Sonterra Blvd, Bldg 4 Ste 401	San Antonio	TX	78258-4278	210.582.1300
Runck	Russell	1314 E Sonterra Blvd, Bldg 4 Ste 401	San Antonio	TX	78258-4278	210.582.1300
Winterfeldt	Neil	1314 E Sonterra Blvd, Bldg 4 Ste 401	San Antonio	TX	78258-4278	210.582.1300
Ruhl	Mark	1314 E Sonterra Blvd, Bldg 4 Ste 401	San Antonio	TX	78258-4278	210.582.1300
Stroot	Scott	8000 W Interstate 10, Ste 100	San Antonio	TX	78230-3802	210.881.0540
Condifff	Richard	224 W Main St, Ste 100	Kenedy	TX	78119-2755	830.583.0442
Martin	Cheryl	1314 E Sonterra Blvd, Bldg 4 Ste 401	San Antonio	TX	78258-4278	210.582.1300
Humphrey	Thomas	8000 W Interstate 10, Ste 100	San Antonio	TX	78230-3802	210.881.0540

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Last	First	Address	City	State	Zip Code	Bus Phone
Gagnon	Michael	1314 E Sonterra Blvd, Bldg 4 Ste 401	San Antonio	TX	78258-4278	210.582.1300
Madden	Chris	1314 E Sonterra Blvd, Bldg 4 Ste 401	San Antonio	TX	78258-4278	210.582.1300
Guggemos	Don	100 NE Loop 410 Ste 1072, Ste 295	San Antonio	TX	78216-4700	210.255.8016
Pawelk	Reed	8000 W Interstate 10, Ste 100	San Antonio	TX	78230-3802	210.881.0540
Max	Marcus	1314 E Sonterra Blvd, Bldg 4 Ste 401	San Antonio	TX	78258-4278	210.582.1300
Greer	Matthew	3008 N McColl Rd Ste A	McAllen	TX	78501-6640	956.687.7902
Ewing	Ginger	3008 N McColl Rd Ste B	McAllen	TX	78501-6640	956.772.4200
Ure	Mary	1415 N Stuart Place Rd, Ste C	Harlingen	TX	78552-6470	956.679.3101
Muschenheim	David	4810 Spicewood Spgs Rd, Ste 200	Austin	TX	78759-7838	512.527.8400
Hobart	Miriam	4810 Spicewood Spgs Rd, Ste 200	Austin	TX	78759-7838	512.527.8400
Olson	David	4131 Spicewood Springs Rd, Ste N11	Austin	TX	78759-8664	512.256.8282
Bille	Kevin	4810 Spicewood Spgs Rd, Ste 200	Austin	TX	78759-7838	512.527.8400
Meany	Julie	4131 Spicewood Springs Rd, Ste N11	Austin	TX	78759-8664	512.256.8282
Pokladnik	Charles	4810 Spicewood Spgs Rd, Ste 200	Austin	TX	78759-7838	512.527.8400
Macdonald	Brian	125 Rose St Ste 103	Buda	TX	78610-4222	512.523.8531
Tuttle	Matthew	8333 Douglas Ave Ste 475	Dallas	TX	75225-5845	214.535.5553
Jacobson	Matthew	5172 Village Creek Dr, Ste 104	Plano	TX	75093-4444	972.447.5156
Merriman	Stephen	5172 Village Creek Dr, Ste 104	Plano	TX	75093-4444	972.447.5156
Plank	Jason	5172 Village Creek Dr, Ste 104	Plano	TX	75093-4444	972.447.5156
Auckenthaler	Benjamin	5172 Village Creek Dr, Ste 104	Plano	TX	75093-4444	972.447.5156
Soderstrom	Stephen	5172 Village Creek Dr, Ste 104	Plano	TX	75093-4444	972.447.5156
Stacken	Donna	11 Greenway Plz, Ste 3000	Houston	TX	77046-1104	713.332.4350
Sundberg	Thomas	2900 Commercial Center Blvd, Ste 110	Katy	TX	77494-6581	713.332.4333
Auerbach	David	3200 Southwest Fwy, Ste 3100	Houston	TX	77027-7528	832.416.8400
Porter	Thomas	11 Greenway Plz, Ste 3000	Houston	TX	77046-1104	713.332.4350
Prathipati	Sharmila	11 Greenway Plz, Ste 3000	Houston	TX	77046-1104	713.332.4350
Schneider	Kathy	11 Greenway Plz, Ste 3000	Houston	TX	77046-1104	713.332.4410
Anderson	Gregory	11 Greenway Plz, Ste 3000	Houston	TX	77046-1104	713.332.4410
Dawson	Dean	3200 Southwest Fwy, Ste 3100	Houston	TX	77027-7528	832.416.8400
Kaul	Vivek	2717 Commercial Center Blvd, Ste E200	Katy	TX	77494-7823	832.913.5100
Luxem	Thomas	11757 Katy Fwy Ste 580	Houston	TX	77079-1743	713.332.4428
Aleshire	Jason	820 Gessner Rd Ste 1325	Houston	TX	77024-4467	713.337.2047
Lemenowsky	Stephanie	8900 Eastloch Dr Bldg 135, Ste R	Spring	TX	77379-2339	281.894.0888
Erickson	Beau	25511 Budde Rd, Ste 301	The Woodlands	TX	77380-2080	281.363.9614
Furlong	Patrick	25511 Budde Rd, Ste 301	The Woodlands	TX	77380-2080	281.363.9614
Hjort	Conrad	1207 University Ave	Huntsville	TX	77340-4632	936.295.7009
Swenson	Craig	5616 FM 1960 Rd E, Ste 276	Humble	TX	77346-2784	281.441.5340
Gupta	Vinod	25511 Budde Rd, Ste 301	The Woodlands	TX	77380-2080	281.363.9614
Kovacich	Jo	8505 Technology Forest Pl, Ste 203	The Woodlands	TX	77381-1158	936.242.1780
Chey	Mark	8505 Technology Forest Pl, Ste 203	The Woodlands	TX	77381-1158	936.242.1780
Strand Marquez	Jeannine	757 N Eldridge Pkwy, Ste 675	Houston	TX	77079-4529	832.384.9536
Farniok	Daniel	5616 FM 1960 Rd E, Ste 274	Humble	TX	77346-2737	713.936.3518
More	Derek	1120 NASA Pkwy, Ste 220 U	Houston	TX	77058-3362	281.532.1889
Osendorf	Matthew	123 N 3rd St, PO Box 1184	Canadian	TX	79014-1184	806.323.5241
Petersen	Aaron	1200 Summit Ave Ste 860	Fort Worth	TX	76102-4411	817.210.0205
Davis	Thomas	5600 Clearfork Main St Ste 460	Fort Worth	TX	76109-3567	817.377.9998
Zimmerman	Linda	1200 Summit Ave Ste 860	Fort Worth	TX	76102-4411	817.210.0205
Dornik	Matthew	5600 Clearfork Main St Ste 460	Fort Worth	TX	76109-3567	817.377.9998
Metzger	Michael	1200 Summit Ave Ste 860	Fort Worth	TX	76102-4411	817.210.0205
Bingen	Craig	5600 Clearfork Main St Ste 460	Fort Worth	TX	76109-3567	817.377.9998
Hagan	Patrick	606 Fall Creek Hwy	Granbury	TX	76049-7972	800.687.4159
Sorenson	Bradlee	700 Central Expy S, Ste 380	Allen	TX	75013-8110	972.954.1595
Wheaton	Paul	700 Central Expy S, Ste 380	Allen	TX	75013-8110	972.954.1595
Fox	Thomas	719 Scott Ave Ste 700	Wichita Falls	TX	76301-2611	940.691.2275
Johnson	Curtis	2629 Plaza Pkwy, Ste A1	Wichita Falls	TX	76308-3873	940.696.1396
Janzen	Jeffrey	2629 Plaza Pkwy Ste B16	Wichita Falls	TX	76308-3875	940.687.2548
Faust	Clinton	260 N Denton Tap Rd, Ste 270	Coppell	TX	75019-2143	972.393.7393
Bouts	Matthew	417 Oakbend Dr Ste 270	Lewisville	TX	75067-2308	469.635.6081
Wayne	Brandon	580 S Denton Tap Rd Ste 120	Coppell	TX	75019-4099	972.471.9755
Kaess	Ashlie	5718 Westheimer Rd Ste 1000	Houston	TX	77057-9903	713.588.4461
Drolson	David	3333 Premier Dr, Ste 100	Plano	TX	75023-7137	972.543.4850
Joern	Mark	3333 Premier Dr, Ste 100	Plano	TX	75023-7137	972.543.4850
Halverson	Brody	3333 Premier Dr, Ste 100	Plano	TX	75023-7137	972.543.4850
Saiki	Zachary	3600 Shire Blvd, Ste 200	Richardson	TX	75082-2237	972.265.7001
Ehleringer	Randall	3600 Shire Blvd, Ste 200	Richardson	TX	75082-2237	972.265.7001
Dewitz	Scott	1608 Airport Fwy	Bedford	TX	76022-6867	817.580.7000
Hoffman	Michael	1608 Airport Fwy	Bedford	TX	76022-6867	817.580.7000
Bussian	Dennis	1205 S White Chapel Blvd, Ste 265	Southlake	TX	76092-9331	817.749.0400
Kerkow	Nathan	2221 E Lamar Blvd, Ste 220	Arlington	TX	76006-7418	682.323.8429
Gwiazdon	Edward	9800 Hillwood Pkwy Ste 180	Fort Worth	TX	76177-1527	682.231.8331
Lewis	Peter	9800 Hillwood Pkwy Ste 180	Fort Worth	TX	76177-1527	682.231.8331
Wulf	Wayne	214 E College St	Grapevine	TX	76051-5332	817.488.0905
Nilsen	Richard	4120 W Interstate 20	Arlington	TX	76017-1445	817.468.3388
Taube	Michael	105 N 1st Ave	Mansfield	TX	76063-1601	817.919.1193

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## EXHIBIT J INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Angel	Jeffrey	6860 Dallas Pkwy Ste 550	Plano	TX	75024-4252	469.366.7200
Getsch	Daniel	7460 Warren Pkwy Ste 260, Ste 2000	Frisco	TX	75034-4169	469.865.1061
Gerrish	David	2401 Ludelle St	Fort Worth	TX	76105-1018	817.534.4763
Turgeon	Bradley	6860 Dallas Pkwy Ste 550	Plano	TX	75024-4252	469.366.7200
Craig	Gavin	7460 Warren Pkwy Ste 260, Ste 2000	Frisco	TX	75034-4169	469.865.1061
Pavlik	Thomas	7460 Warren Pkwy Ste 260, Ste 2000	Frisco	TX	75034-4169	469.865.1061
Larsen	Steven	6860 Dallas Pkwy Ste 550	Plano	TX	75024-4252	469.366.7200
Leader	Lori	7460 Warren Pkwy Ste 260	Frisco	TX	75034-4169	469.865.1061
Leuthold	Gregory	236 W Pecan St, Suite 110	Celina	TX	75009-6160	469.865.1020
Beitz	Chad	705 E 1st St	Prosper	TX	75078-2982	469.506.1950
Schaap	Gary	6860 Dallas Pkwy Ste 550, Ste 2000	Plano	TX	75024-4252	469.366.7200
Keane	John	6793 Old Jacksonville Hwy	Tyler	TX	75703-0508	903.592.2600
Wiges	Zachary	6510 Abrams Rd, Ste 355	Dallas	TX	75231-7217	636.322.8195
Keane	Kevin	6510 Abrams Rd, Ste 355	Dallas	TX	75231-7217	636.322.8195
Pick	Don	700 Highlander Blvd Ste 335	Arlington	TX	76015-4344	817.419.6001
Hunter	Maria	8000 W Interstate 10 Ste 1513, Ste 100	San Antonio	TX	78230-3868	210.524.7713
Acker	Donald	700 Highlander Blvd Ste 335	Arlington	TX	76015-4344	817.419.6001
Spielman	Jan	2201 N Central Expy Ste 178	Richardson	TX	75080-2754	817.419.6001
Johnson	Jennifer	165 W Canyon Crest Rd Ste 350	Alpine	UT	84004-1862	801.756.2244
Quinn	Michael	11681 S 700 E Ste 100	Draper	UT	84020-8202	801.676.4540
Williams	Rodney	11681 S 700 E Ste 100	Draper	UT	84020-8202	801.676.4540
Norman	Ted	12012 S 700 E, Ste 210	Draper	UT	84020-8257	801.274.1857
Petersen	Chad	3115 E Lion Ln, Ste 130	Salt Lake City	UT	84121-3528	801.569.4866
Williams	Austin	2870 Willow Creek Dr	Sandy	UT	84093-2049	801.942.4753
Hamilton	Ronald	3115 E Lion Ln, Ste 130	Salt Lake City	UT	84121-3528	801.569.4866
Haakinson	Stephen	968 Chambers St Ste 3	Ogden	UT	84403-5080	801.479.7567
Goracke	Brad	8915 S 700 E, Ste 104	Sandy	UT	84070-2421	800.253.0502
Thomas	Angelia	8915 S 700 E, Ste 104	Sandy	UT	84070-2421	800.253.0502
Bohn	Curtis	8915 S 700 E, Ste 104	Sandy	UT	84070-2421	800.253.0502
Friedman	Morris	869 Baxter Dr	South Jordan	UT	84095-8506	801.984.2711
Halvorson	Tracey	7440 S Creek Rd, Ste 250	Sandy	UT	84093-5511	801.569.4863
Flynn	Steven	7440 S Creek Rd, Ste 200	Sandy	UT	84093-5502	801.569.4870
Wilton	John	7440 S Creek Rd, Ste 250	Sandy	UT	84093-5511	801.569.4863
Wagman	Timothy	7440 S Creek Rd, Ste 200	Sandy	UT	84093-5502	801.569.4870
Asselin	Christopher	7440 S Creek Rd, Ste 200	Sandy	UT	84093-5502	801.569.4870
Leyden	John	7440 S Creek Rd, Ste 200	Sandy	UT	84093-5502	801.569.4870
Stewart	Eric	2180 S 1300 E Ste 420	Salt Lake City	UT	84106-2852	801.486.4595
Smith	Mark	247 E 2100 S	Salt Lake City	UT	84115-2139	801.412.0478
Wood	Phillip	1669 East 1400 South, Suite 100	Clearfield	UT	84015-2269	801.773.2227
Volin	Nicholas	3450 N Triumph Blvd, Ste 102	Lehi	UT	84043-6132	801.725.7692
Reed	Deborah	20902 Trinity Square	Sterling	VA	20165-7233	703.430.9712
Cheeseman	Craig	8484 Westpark Dr Ste 710	Mclean	VA	22102-3595	301.310.7288
Lutze	Shannon	295 Bendix Rd, Ste 150	Virginia Beach	VA	23452-1293	757.321.3420
Hoppenrath	Benjamin	295 Bendix Rd, Ste 150	Virginia Beach	VA	23452-1293	757.321.3420
Morrone	Michael	5029 Corporate Woods Dr, Ste 150	Virginia Beach	VA	23462-4382	757.499.2639
Beneke	Arne	295 Bendix Rd, Ste 150	Virginia Beach	VA	23452-1293	757.321.3420
Schomburg	Jonathan	125 S Augusta St, Ste 3100	Staunton	VA	24401-4386	540.885.5772
Karpfinger	Mark	3951 Westerre Pkwy, Suite 100	Richmond	VA	23233-1312	804.935.4898
Conway	Dana	3814 Kecoughtan Rd, Ste 100	Hampton	VA	23669-4402	757.951.0145
Busche	Carol	1901 S Main St Ste 4D	Blacksburg	VA	24060-6628	540.443.9143
Gruber	John	311 Rivermont Ave Ste 1	Lynchburg	VA	24504-2336	434.845.9181
Dubiel	Jeanne	3908 Springfield Rd	Glen Allen	VA	23060-4119	804.217.7926
Stein	Jeffrey	11832 Rock Landing Dr, Ste 204	Newport News	VA	23606-4231	757.873.8526
Stroede	William	3951 Westerre Pkwy, Suite 100	Richmond	VA	23233-1312	804.935.4898
Baum	David	3951 Westerre Pkwy Ste 260	Richmond	VA	23233-1318	804.915.9444
Roth	Nicholas	202 Third Ave	Radford	VA	24141-4706	540.639.5153
Carlson	Rick	3951 Westerre Pkwy Ste 260	Richmond	VA	23233-1318	804.915.9444
Behnke	Randall	150 Boush St, Ste 603	Norfolk	VA	23510-1626	757.227.5020
Stoffel	Mark	1403 Greenbrier Pkwy Ste 150	Chesapeake	VA	23320-0624	757.410.8028
Farnsworth	Cynthia	7526 Carrollton Pike	Galax	VA	24333-5975	276.236.6921
Bush	Mary	4581 Stuarts Draft Hwy	Waynesboro	VA	22980-7333	540.943.9924
Kuokkanen	Davin	6 Manhattan Sq, Ste 103	Hampton	VA	23666-5846	757.826.8847
Arndt	Jason	3951 Westerre Pkwy, Suite 100	Richmond	VA	23233-1312	804.747.1214
Sommers	William	5215 Colley Ave Ste 137, Ste J2	Norfolk	VA	23508-2172	757.626.1300
Lobins	Kenneth	3908 Springfield Rd	Glen Allen	VA	23060-4119	804.217.7926
Halvey	Michael	1017 2nd St SW	Roanoke	VA	24016-4436	540.981.0657
Sexton	Mark	4701 Cox Rd, Ste 275	Glen Allen	VA	23060-6806	804.273.1260
Bardon	Jeremy	4801 Cox Rd, Ste 202	Glen Allen	VA	23060-6803	804.249.7508
Napholz	Rick	620 Woodbrook Dr Ste 4A	Charlottesville	VA	22901-1153	434.973.3457
Dallen	Richard	4801 Cox Rd, Ste 202	Glen Allen	VA	23060-6803	804.249.7508
Zarling	Jake	524 Virginia Ave	Bluefield	VA	24605-1729	276.326.1670
Bortz	Robert	3951 Westerre Pkwy, Suite 100	Richmond	VA	23233-1312	804.935.4898
Olson	Bradley	908 E Jefferson St Suite 201	Charlottesville	VA	22902-5375	434.296.6611
Tornow	Bryan	3951 Westerre Pkwy, Suite 100	Richmond	VA	23233-1312	804.747.1214

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Last	First	Address	City	State	Zip Code	Bus Phone
Bryant	Ronald	42 Stoneridge Dr, Ste 102	Waynesboro	VA	22980-6581	540.943.7665
LaBelle	Michael	4801 Cox Rd, Ste 202	Glen Allen	VA	23060-6803	804.249.7508
Ledbetter	James	1108 Eden Sq	Chesapeake	VA	23320-2749	757.508.0001
Tollander	Mark	16583 Forest Road	Forest	VA	24551-3905	434.534.8875
Murphy	Michael	1108 Eden Square	Chesapeake	VA	23320-2749	757.549.1035
Jaremko	Thomas	202 Third Ave	Radford	VA	24141-4706	540.639.5153
Wills	Beth	115 N Monroe St	Galax	VA	24333-2821	276.238.2955
Dancek	Edward	4510 Cox Rd, Ste 104	Glen Allen	VA	23060-6758	804.658.7166
Lovstad	Daniel	335 E Monroe St	Wytheville	VA	24382-2337	276.223.0888
York	Robert	301 Maple Ave W, Ste 520	Vienna	VA	22180-4302	703.766.2025
Melby	Bradley	8000 Towers Crescent Dr, Ste 1384	Vienna	VA	22182-6207	703.259.3420
Hampf	Christopher	3050 Chain Bridge Rd, Ste 101	Fairfax	VA	22030-2834	703.385.5464
Lebahn	James	1950 Old Gallows Rd, Ste 420	Vienna	VA	22182-3920	703.434.3270
Lawless	Fred	3050 Chain Bridge Rd, Ste 101	Fairfax	VA	22030-2834	703.385.5464
Hoan	Ann	2000 Duke St Ste 300	Alexandria	VA	22314-6101	703.518.4184
Esch	Jordan	3100 Clarendon Blvd, Ste 200	Arlington	VA	22201-5302	703.348.8439
Schild	Gregory	14379 Summer Tree Rd, Ste B	Centreville	VA	20121-4031	703.298.0295
Kraemer	Jason	1902 Campus Commons Dr, Ste 500	Reston	VA	20191-1592	703.774.1708
Pilger	Suzanne	8150 Leesburg Pike, Ste 600	Vienna	VA	22182-2721	703.226.2300
Colemer	Mathew	3050 Chain Bridge Rd, Ste 101	Fairfax	VA	22030-2834	703.385.5464
Zuiker	Amanda	8150 Leesburg Pike, Ste 600	Vienna	VA	22182-2721	703.307.2303
Caucutt-Ratz	Krista	8150 Leesburg Pike, Ste 600	Vienna	VA	22182-2721	703.226.2300
Ratz	Joel	6084 Franconia Rd Ste B	Alexandria	VA	22310-4440	571.489.6110
Jesse	David	301 Maple Ave W, Ste 520	Vienna	VA	22180-4302	703.766.2025
Keeling	Richard	301 Maple Ave W, Ste 520	Vienna	VA	22180-4302	703.766.2025
Bird	Joel	133 Maple Ave E, Ste 306	Vienna	VA	22180-5780	703.766.9300
Schlafman	David	1950 Old Gallows Rd, Ste 420	Vienna	VA	22182-3920	703.434.3270
Miller	Barbara	4000 Legato Rd, Ste 1100	Fairfax	VA	22033-2893	703.896.7956
Wolf	Patrick	12700 Black Forest Ln, Ste 310	Woodbridge	VA	22192-5306	703.590.0326
Ellis	Randy	3201 Jermantown Rd, Ste 575	Fairfax	VA	22030-2874	703.218.5032
Draeger	Dennis	1902 Campus Commons Dr, Ste 500	Reston	VA	20191-1592	703.663.1152
Zavalney	Craig	3201 Jermantown Rd, Ste 575	Fairfax	VA	22030-2874	703.218.5032
Shaw	John	3201 Jermantown Rd, Ste 575	Fairfax	VA	22030-2874	703.218.5032
Kirchmeier	Jason	1130 Stuart Hills Way	Herndon	VA	20170-2468	703.573.5732
Pochop	Jonathan	3959 Pender Dr, Ste 108	Fairfax	VA	22030-6041	703.359.2660
Vetter	Leon	3600 Chain Bridge Rd, Ste C	Fairfax	VA	22030-3236	703.241.8301
Hunt	Thietje	3201 Jermantown Rd, Ste 575	Fairfax	VA	22030-2874	703.218.5032
Leyden	Joel	12848 Harbor Drive, Suite 101	Lake Ridge	VA	22192-2964	703.492.7732
Mrachek	Kristopher	3201 Jermantown Rd, Ste 575	Fairfax	VA	22030-2874	703.218.5032
Van Delinder	Alan	3201 Jermantown Rd, Ste 575	Fairfax	VA	22030-2874	703.218.5032
Skogrand	Corey	1902 Campus Commons Dr, Ste 500	Reston	VA	20191-1592	703.663.1152
Benzinger	Victor	8251 Greensboro Dr Ste 310	Mc Lean	VA	22102-4900	703.893.3758
Steidl	Sam	3050 Chain Bridge Rd, Ste 101	Fairfax	VA	22030-2834	703.385.5464
Swanson	Erik	46175 Westlake Dr Ste 110	Potomac Falls	VA	20165-5873	703.791.1283
Swoboda	Bobby	113 E Market St Ste 220	Leesburg	VA	20176-3112	571.209.9600
Swanson	Michael	14159 Robert Paris Ct Ste B	Chantilly	VA	20151-4227	703.560.5600
Gagner	Ashley	3050 Chain Bridge Rd, Ste 101	Fairfax	VA	22030-2834	703.385.5464
Carriar	Barclay	1950 Old Gallows Rd, Ste 420	Vienna	VA	22182-3920	703.434.3270
Kruchten	Patrick	307 E Market St Ste 100	Leesburg	VA	20176-4107	571.209.9602
Wiege	Kristopher	5680 King Centre Dr Ste 600	Alexandria	VA	22315-5755	571.489.6110
Schaum	Elisa	37 Main St, Ste 204	Warrenton	VA	20186-3445	540.318.6388
Mancell	Joshua	300 Ellicott St, Ste A4	Occoquan	VA	22125	703.518.5541
Gabriel	Mark	7001 Heritage Village Plz, Ste 240	Gainesville	VA	20155-3094	703.753.2955
Harris	Robert	7001 Heritage Village Plz, Ste 240	Gainesville	VA	20155-3094	703.753.2955
White	Jason	9117 Center St	Manassas	VA	20110-5501	703.335.9887
Ramirez	Raymond	1 Park West Cir Ste 208	Midlothian	VA	23114	804.419.2512
Hafenbrack	Kasey	51 Coaling Rd	Troutville	VA	24175-6410	540.966.0500
Miller	Lance	2965 Colonnade Dr, Ste 320	Roanoke	VA	24018-3541	540.777.5757
Jaros	Royal	1 Park West Cir Ste 208	Midlothian	VA	23114	804.419.2512
Kindrick	Warren	4030 Quarles Ct	Harrisonburg	VA	22801-8716	540.434.4956
Smith	Stuart	4030 Quarles Ct	Harrisonburg	VA	22801-8716	540.438.1723
Heath	Jason	560 Neff Ave, Ste 400	Harrisonburg	VA	22801-8027	540.442.1110
Werner	Timothy	817 Cedar Creek Grade Ste 200	Winchester	VA	22601-6460	540.722.0100
Dworsky	Richard	675 Peter Jefferson Pkwy, Ste 220	Charlottesville	VA	22911-8618	434.995.5752
Kosen	Barton	941 Glenwood Station Ln, Ste 203	Charlottesville	VA	22901-5719	434.973.3457
Asenbrenner	Thomas	3130 Chaparral Dr Ste 204, Bldg B	Roanoke	VA	24018-4353	540.769.0052
Ruhland	Timothy	418 Libbie Ave	Richmond	VA	23226-2616	804.282.8640
Shannon	William	2941 Fox Chase Ln	Midlothian	VA	23112-4400	804.763.2570
Kley	Matthew	373 Neff Ave	Harrisonburg	VA	22801-3430	540.434.3622
Glaisner	Andrew	373 Neff Ave, PO Box 2458	Harrisonburg	VA	22801-3430	540.434.3622
Roloff	Christopher	373 Neff Ave	Harrisonburg	VA	22801-3430	540.434.3622
Theis	Mark	14350 Sommerville Ct	Midlothian	VA	23113-6838	804.273.1265
Pawlowski	Karl	14350 Sommerville Ct	Midlothian	VA	23113-6838	804.273.1265
Eide	Jason	14350 Sommerville Ct	Midlothian	VA	23113-6838	804.273.1265

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## INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Eide	Erik	550 Hinesburg Rd Ste 203	South Burlington	VT	05403-6542	802.865.2326
Mickelson	Brian	905 Roosevelt Hwy, Ste 220	Colchester	VT	05446-4475	802.654.8800
Silbaugh	Dale	541 Industrial Avenue	Williston	VT	05495-7129	802.862.5500
Grupe	Jamie	77 College St, Ste 2E	Burlington	VT	05401-8497	802.861.4040
Arensdorf	Stephanie	905 Roosevelt Hwy, Ste 220	Colchester	VT	05446-4475	802.654.8800
Glaw	Todd	905 Roosevelt Hwy, Ste 220	Colchester	VT	05446-4475	802.654.8800
Flack	Steven	14 N MAIN ST, STE 2001	BARRE	VT	05641-4197	802.622.8060
Oaks	Joyce	5399 Williston Rd, Ste 204	Williston	VT	05495-5322	802.657.3800
Hanson	Craig	1140 10th St, Ste 207	Bellingham	WA	98225-7053	360.392.2836
Mlsna	Brian	601 W 1st Ave Ste 1406	Spokane	WA	99201-3825	509.241.8088
Gillespie	Timothy	309 E Farwell Rd Ste 300	Spokane	WA	99218-8210	509.232.0070
Wales	Isaac	140 S Arthur St Ste 420	Spokane	WA	99202-2220	509.534.3527
Maki	Adam	140 S Arthur St Ste 420	Spokane	WA	99202-2220	509.534.3527
Fjosne	Grant	101 Elliott Ave W, Ste 510	Seattle	WA	98119-4292	206.219.5250
Stella	Daniel	114 W Magnolia St Ste 431	Bellingham	WA	98225-4354	360.392.3933
Jakubik	Margaret	1080 W Ewing Pl Ste 200, Unit B10	Seattle	WA	98119-1461	206.285.5489
Benway	Micah	1200 Westlake Ave N Ste 501	Seattle	WA	98109-3528	206.285.0260
Brantmeier	Sharon	101 Elliott Ave W, Ste 510	Seattle	WA	98119-4292	206.219.5250
Kimbel	Brent	308 Gates St	Mount Vernon	WA	98273-3833	360.336.5060
Jahn	Stanley	101 Elliott Ave W, Ste 510	Seattle	WA	98119-4292	206.219.5250
Zimmer	Aaron	610 N Mission St Ste 118, PO Box 2135	Wenatchee	WA	98801-2065	509.662.9287
Lade	Christine	4508 Auburn Way N Ste E	Auburn	WA	98002	253.661.5311
Lane	Jason	1200 Westlake Ave N Ste 501, Ste 510	Seattle	WA	98109-3528	206.285.0260
Doroff	Randy	300 S 1st St Ste B	Mount Vernon	WA	98273-3832	360.336.3196
Ely	Joshua	6713 20th Ave NW	Seattle	WA	98117-5707	206.784.3331
Rosvold	Erik	101 Elliott Ave W, Ste 510	Seattle	WA	98119-4292	206.219.5250
Mattson	Tyler	1200 Westlake Ave N Ste 603	Seattle	WA	98109-3528	206.739.5048
Ryan	Michael	11611 Airport Rd, Ste 202	Everett	WA	98204-3782	425.513.5943
Leiendecker	Terrence	723 Broadway E, Ste A	Seattle	WA	98102-4607	206.324.2707
Cadle	Leslie	4407 N Division St, Ste 605	Spokane	WA	99207-1613	509.232.0073
Mulcare	Lisa	3215 NW Lowell St, Ste 101	Silverdale	WA	98383-9122	360.616.2453
Thuleen	Scott	2702 S 42nd St, Ste 204	Tacoma	WA	98409-7322	253.472.8200
Warren	Seth	2702 S 42nd St, Ste 204	Tacoma	WA	98409-7322	253.472.8200
Howe	Michael	2702 S 42nd St, Ste 204	Tacoma	WA	98409-7322	253.472.8200
Josewski	Gregory	2702 S 42nd St, Ste 204	Tacoma	WA	98409-7322	253.472.8200
Harder	Bradley	2702 S 42nd St, Ste 204	Tacoma	WA	98409-7322	253.472.8200
Crosland	John	3929 Martin Way E, Suite F	Olympia	WA	98506-5200	360.438.1611
Schneider	Andrew	3929 Martin Way E, Suite F	Olympia	WA	98506-5200	360.438.1611
Bauerly	Jason	19793 Hamilton Ct NE, Ste 101	Poulsbo	WA	98370-8791	360.697.4600
Schamberger	Todd	2702 S 42nd St, Ste 204	Tacoma	WA	98409-7322	253.472.8200
Crotty	Christopher	2702 S 42nd St, Ste 204	Tacoma	WA	98409-7322	253.472.8200
Weyher	Douglas	505 Broadway, Ste 400	Tacoma	WA	98402-3929	253.756.2003
Westphal	Bruce	22722 29th Dr SE Ste 100	Bothell	WA	98021-4420	425.445.7601
Mohr	Adam	9951 Mickelberry Rd NW Ste 127	Silverdale	WA	98383-8309	360.282.6322
McFarland Anderson	Meghan	2323 N 30th St Ste 100	Tacoma	WA	98403-3362	253.300.5577
Benedict	Randall	14205 SE 36th St, Ste 100	Bellevue	WA	98006-1553	425.519.3797
Heideman	Michael	915 118th Ave SE Ste 250	Bellevue	WA	98005-3875	425.691.1587
Rasner	Mark	301 116th Ave Se Ste 500	Bellevue	WA	98004-6446	425.457.7073
Parrett	Steven	14205 SE 36th St, Ste 100	Bellevue	WA	98006-1553	425.519.3797
Beck	Jordan	4055 Lake Washington Blvd NE, Ste 200	Kirkland	WA	98033-7871	425.869.7100
Esker	Jeffrey	9725 SE 36th St, Ste 210	Mercer Island	WA	98040-3840	206.453.3506
Harmsen	Thomas	915 118th Ave SE Ste 250	Bellevue	WA	98005-3875	425.691.1587
Mathias	Jessica	9725 SE 36th St, Ste 210	Mercer Island	WA	98040-3840	206.453.3506
Lowery	Mark	1816 S Lake Stevens Rd, Ste 201	Lake Stevens	WA	98258-7960	206.236.8054
Zanders	Nick	320 Newport Way NW	Issaquah	WA	98027-3119	425.654.4717
Johnson	Cody	340 4th St	Kirkland	WA	98033-6213	425.800.6580
Knaffla	Scott	2275 116th Ave NE Ste 200	Bellevue	WA	98004-3032	425.462.7900
Greene	Aoibheann	915 118th Ave SE Ste 250	Bellevue	WA	98005-3875	425.691.1587
Napolitano	Steven	14205 SE 36th St, Ste 100	Bellevue	WA	98006-1553	425.519.3797
Leibfried	Scott	4055 Lake Washington Blvd NE, Ste 200	Kirkland	WA	98033-7871	425.869.7100
Frederick	Mark	10655 NE 4th St Ste 503	Bellevue	WA	98004	425.460.9025
Thompson	Chad	11400 SE 8th St, Ste 445	Bellevue	WA	98004-6470	425.709.2345
Bogaards	Arvin	19125 Northcreek Pkwy, Suite 120	Bothell	WA	98011-8000	425.486.9066
Wayne	Sean	4055 Lake Washington Blvd NE, Ste 200	Kirkland	WA	98033-7871	425.869.7100
Reed	Kristy	4055 Lake Washington Blvd NE, Ste 200	Kirkland	WA	98033-7871	425.869.7100
Hager	Andrew	3402 173rd Pl NE Ste 202	Arlington	WA	98223-8497	425.512.8853
Deboer	Mark	340 4th St	Kirkland	WA	98033-6213	425.800.6580
Lochner	Andrew	11201 SE 8th St Ste 115	Bellevue	WA	98004-6652	425.386.4333
Lynch	John	152 3rd Ave S Ste 103A	Edmonds	WA	98020	425.245.8083
Persinger	Michael	100 2nd Ave S Ste 140	Edmonds	WA	98020-8439	425.640.8633
Thoemke	Gregory	110 James St Ste 100	Edmonds	WA	98020-8430	425.640.8632
Niemeyer	Leslie	110 James St Ste 100	Edmonds	WA	98020-8430	425.640.8632
Peters	Scott	100 2nd Ave S Ste 140	Edmonds	WA	98020-8439	425.640.8633
Alsteen	Nicholas	4910 NW Camas Meadows Dr, Ste 200	Camas	WA	98607-7763	360.883.5861

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Rufenacht	Mark	126 Wells Ave S	Renton	WA	98057-2152	425.228.1000
Johnson	Phillip	126 Wells Ave S	Renton	WA	98057-2152	425.228.1000
Gant	Michael	7100 Fort Dent Way, Ste 240	Tukwila	WA	98188-8553	206.838.6240
Nemoir	Kevin	7100 Fort Dent Way, Ste 240	Tukwila	WA	98188-8553	206.838.6240
Hatch	Jason	7530 164th Ave NE, Ste A116	Redmond	WA	98052-7837	425.558.3835
Plucker	Benjamin	201 NE Park Plaza Dr, Suite 166	Vancouver	WA	98684-5808	360.713.5471
Enfield	Jeffrey	909 W Main St Ste 101	Battle Ground	WA	98604-4884	360.851.1440
Schwartz	Rick	2630 77th Ave SE Ste 110, Ste 120	Mercer Island	WA	98040-3085	425.709.2345
Westemeier	Phillip	2630 77th Ave SE Ste 110, Ste 510	Mercer Island	WA	98040-3085	425.709.2345
Sannes	Aaron	4407 N Division St Ste 601	Spokane	WA	99207-1660	509.747.6265
Katcher	Joshua	6601 W Deschutes Ave, Ste E	Kennewick	WA	99336-7811	509.737.1690
Jenkins	Jessica	1101 Summitview Ave	Yakima	WA	98902-3024	509.454.1101
Rott	Michael	7139 W Deschutes Ave Ste 101	Kennewick	WA	99336-7801	509.735.4477
Korte	Christine	119 N Commercial St, Ste 170	Bellingham	WA	98225-4437	360.734.9000
Doty-Mc Cluskey	Winonah	16000 Bothell Everett Hwy, Ste 260	Mill Creek	WA	98012-1515	425.337.3847
Murphy	Andrea	23710 NE 170th St	Woodinville	WA	98077-7315	425.883.8536
Bartel	Daniel	15117 Main St STE 205 PMB 861	Mill Creek	WA	98012-9035	425.357.1639
Manning	Brett	421 W Riverside Ave Ste 407	Spokane	WA	99201-0402	509.564.9900
Swartz	Aaron	310 120th Ave NE Ste 101	Bellevue	WA	98005-3013	425.457.7072
Pidel	Christopher	310 120th Ave NE Ste 101	Bellevue	WA	98005-3013	425.457.7072
Ponto	Michael	127 Parfitt Way SW	Bainbridge Island	WA	98110-2531	206.780.1755
Murray	Shawn	2019 E 29th Ave	Spokane	WA	99203-3957	509.363.0336
Rusler	Glenn	1331 North Rd, Ste 100	Green Bay	WI	54313-5723	920.593.6882
Glood	Michelle	601 Willard Dr	Green Bay	WI	54304-5236	920.499.0999
Bester	Frederick	3311 Packerland Dr Ste A5	De Pere	WI	54115-9539	920.621.4168
Johnson	Todd	1331 North Rd, Ste 100	Green Bay	WI	54313-5723	920.593.6882
Haspert	Patrick	2740 S Oneida St, Ste A	Green Bay	WI	54304-5751	920.499.9400
Gans	Lane	2631 S Packerland Dr, Ste 105	Green Bay	WI	54313-4130	920.491.1144
Hennen	Bruce	1331 North Rd, Ste 100	Green Bay	WI	54313-5723	920.593.6882
Thoen	Gregory	113 S Broadway	De Pere	WI	54115-2513	920.338.9150
Kramer	Randall	3321 Packerland Dr Ste D	De Pere	WI	54115-7582	920.425.7777
Anthis	Katherine	721 Main Ave	De Pere	WI	54115-1371	920.964.0070
Nauss	Sue	721 Main Ave	De Pere	WI	54115-1371	920.964.0070
Burnett	Marie	380 Main Ave, Ste 2	De Pere	WI	54115-2203	920.347.5907
Hanson	Roy	2631 S Packerland Dr, Ste 105	Green Bay	WI	54313-4130	920.491.1144
Kurth	Troy	1200 Centennial Centre Blvd, Ste 200	Hobart	WI	54155-8997	920.624.4283
Young	Michelle	444 Reid St Ste 200	De Pere	WI	54115-2100	920.632.7005
Shaughnessy	Colin	645 3rd St, Ste 102	Beloit	WI	53511-6256	608.218.1207
Butner	Lance	3241A Business Park Dr	Stevens Point	WI	54482-8837	715.341.6657
Maeyaert	Scott	903 S 17th Ave, Ste A	Wausau	WI	54401-5700	715.842.3200
Biekkola	Timothy	903 S 17th Ave, Ste A	Wausau	WI	54401-5700	715.842.3200
Vandersall	Mark	2100 Stewart Ave Ste 205	Wausau	WI	54401-1707	715.261.1200
Sturgis	Michael	200 Washington St Ste 280	Wausau	WI	54403	715.842.1916
Kuehner	Kyle	903 S 17th Ave, Ste A	Wausau	WI	54401-5700	715.842.3200
Rosvold	Matthew	1265 Main St Ste 107	Stevens Point	WI	54481-2885	715.303.6820
Wyman	Joshua	980 Maritime Dr, Ste 2	Manitowoc	WI	54220-2962	920.682.1119
Braun	Jasen	1204 S Oak Ave, PO Box 368	Marshfield	WI	54449-4151	715.387.8700
Mccoy	Donald	1204 S Oak Ave, PO Box 368	Marshfield	WI	54449-4151	715.387.8700
Sadler	Steve	2331 Enterprise Dr	Oshkosh	WI	54904-6320	920.426.3376
Ballard	Steven	2331 Enterprise Dr	Oshkosh	WI	54904-6320	920.426.3376
Sullivan	Christopher	2331 Enterprise Dr	Oshkosh	WI	54904-6320	920.426.3376
Heese	Brian	2331 Enterprise Dr	Oshkosh	WI	54904-6320	920.426.3376
Kerlik	Gabriel	1122 S Airline Rd, Ste 101	Mount Pleasant	WI	53406-3889	262.833.5025
Theis	Jay	710 N Main St Ste 103	River Falls	WI	54022-3605	715.426.1800
Ruhland	Michael	151 Sunwood Vly Ln	River Falls	WI	54022-7512	715.426.9910
Gray	Mark	18200 W Capitol Dr Ste 203	Brookfield	WI	53045-1445	262.784.9000
Chilton	Mathew	402 Bernard St	Watertown	WI	53094-6206	920.261.0511
Keller	David	5027 Green Bay Road, Suite 106	Kenosha	WI	53144-1771	262.656.3006
Knight	David	330 S Executive Dr Ste 102	Brookfield	WI	53005-4215	262.777.2673
Colbert	Nate	175 N Patrick Blvd, Ste 100	Brookfield	WI	53045-5857	262.641.4100
Higgins	Matthew	175 N Patrick Blvd, Ste 100	Brookfield	WI	53045-5857	262.641.4100
Hardie	Scott	175 N Patrick Blvd, Ste 100	Brookfield	WI	53045-5857	262.641.4100
Marx	Douglas	134 2nd Ave N	Onalaska	WI	54650-2907	608.781.3000
Garner	Dan	113 Spring St, PO Box 442	Cambridge	WI	53523-0442	920.563.2374
Hogeland	Samuel	490 W Rolling Meadows Dr, Ste A3	Fond du Lac	WI	54937-8609	920.923.6300
Doughty	Marshall	1433 N Water St, Ste 400	Milwaukee	WI	53202-2603	414.296.6222
Deichmann	Darrin	3121 Calumet Ave	Manitowoc	WI	54220-5421	920.686.8222
Rath	Scott	802 Superior Ave	Tomah	WI	54660-2047	608.372.9444
Stramel	Leslie	3121 Calumet Ave	Manitowoc	WI	54220-5421	920.686.8222
Woodruff	Robert	4720 County Road P	Jackson	WI	53095	920.419.4778
Rech	Brian	5306 Valley Ridge Plz, Ste 100	Middleton	WI	53562-2053	651.335.4763
McCarthy	Angela	1601 E Racine Avenue, Suite 103	Waukesha	WI	53186-6800	262.409.4240
Bierdeman	Mark	13890 Bishops Dr, Ste 200	Brookfield	WI	53005-6611	262.797.8828
Ankrum	Edward	423 Parkview Drive	Milton	WI	53563-1540	608.373.3175

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## EXHIBIT J INDEPENDENT ADVISOR BUSINESS LOCATIONS

Last	First	Address	City	State	Zip Code	Bus Phone
Presteng	Mark	13890 Bishops Dr, Ste 200	Brookfield	WI	53005-6611	262.797.8828
Krause	Kenneth	13890 Bishops Dr, Ste 200	Brookfield	WI	53005-6611	262.797.8828
Janson	William	13890 Bishops Dr, Ste 200	Brookfield	WI	53005-6611	262.797.8828
Miller	Todd	13890 Bishops Dr, Ste 200	Brookfield	WI	53005-6611	262.797.8828
Dagel	Scott	325 N Corporate Dr, Ste 110	Brookfield	WI	53045-5828	262.754.5504
Albert	Debbie	325 N Corporate Dr, Ste 110	Brookfield	WI	53045-5828	262.754.5504
Isakson	Myron	18000 W Sarah Ln, Ste 230	Brookfield	WI	53045-5853	262.754.9444
Elbert	Jeremy	325 N Corporate Dr, Ste 110	Brookfield	WI	53045-5828	262.754.5504
De Vries	Matthew	121 Saint Paul St	Oconomowoc	WI	53066-3088	262.269.1299
Medin	Jason	13555 Bishops Ct Ste 255	Brookfield	WI	53005-6223	800.757.6837
Thurin	Christopher	401 2nd St N Ste 102	La Crosse	WI	54601-3210	608.796.0929
Maes	Mark	3458 Losey Blvd S, Ste 205	La Crosse	WI	54601-7217	608.792.9855
Woelfle	Lloyd	111 24th Street S, Ste 101	Wisconsin Rapids	WI	54494-1907	715.421.2992
Harris	Daniel	111 24th Street S, Ste 101	Wisconsin Rapids	WI	54494-1907	715.421.2992
Thurin	Gregory	111 24th Street S, Ste 101	Wisconsin Rapids	WI	54494-1907	715.421.2992
Gillespie	Wendy	2012A 10th St S	Wisconsin Rapids	WI	54494-6301	715.422.7604
Milbrath	Douglas	111 24th Street S, Ste 101	Wisconsin Rapids	WI	54494-1907	715.421.2992
Ray	Robert	2919 Mall Dr, Ste C	Eau Claire	WI	54701-6872	715.838.9001
Kupic	Daniel	2919 Mall Dr, Ste C	Eau Claire	WI	54701-6872	715.838.9001
Ferguson	Andrew	86 Coulee Rd Ste 100	Hudson	WI	54016-2372	715.386.4100
Reamer	John	500 2nd St S, Ste 101	LaCrosse	WI	54601-4028	608.783.2639
McGinnis	Shannon	500 2nd St S, Ste 101	LaCrosse	WI	54601-4028	608.783.2639
Dorsey	Michael	500 2nd St S, Ste 101	LaCrosse	WI	54601-4028	608.783.2639
Gehrke	Steven	2501 W Beltline Hwy Ste 301	Madison	WI	53713-2321	608.819.0510
Koy	Punnarin	2601 W Beltline Hwy, Ste 104	Madison	WI	53713-2319	608.819.0500
Dobson	Jeremy	7617 Mineral Point Road, Suite 200	Madison	WI	53717-1623	608.663.7526
Staples	Brooks	7617 Mineral Point Road, Suite 200	Madison	WI	53717-1623	608.663.7526
Bollman	Jay	110 W Main St Ste 3, PO Box 153	Belleville	WI	53508-9391	608.424.0330
Mc Culla	Matthew	446 N Westhill Blvd, Ste 5	Appleton	WI	54914-6533	920.731.1758
Franke	Michael	W6228 Communication Ct	Appleton	WI	54914-8531	920.882.3916
Franke	Deniz	307 S Commercial St, Ste 102	Neenah	WI	54956-5700	920.725.2569
Brandt	Jeffrey	1520 Front Porch Pl	Altoona	WI	54720-4000	715.832.7715
Davis	Richard	9433 County Road J, Ste D	Minocqua	WI	54548-9318	888.356.5932
Herr	Randy	1231 S Rochester St, Ste 130	Mukwonago	WI	53149-9031	262.724.8843
Barzen	David	510 W N Water St	New London	WI	54961-1138	920.982.0460
Marshall	Robin	490 W Rolling Meadows Dr, Ste A2	Fond du Lac	WI	54937-8609	920.907.2990
Miller	Jeffrey	425 W Water St, Ste 250	Appleton	WI	54911-6066	920.955.7788
Davisson	Timothy	490 W Rolling Meadows Dr, Ste A2	Fond du Lac	WI	54937-8609	920.907.2990
Jirak	Timothy	606 E Wisconsin Ave, Ste 1	Oconomowoc	WI	53066-3044	262.560.4966
Lang	Reese	35 Park Pl Ste 300	Appleton	WI	54914-8240	920.574.2936
Schall	Michael	490 W Rolling Meadows Dr, Ste A2	Fond du Lac	WI	54937-8609	920.907.2990
Fleischauer	Emil	446 N Westhill Blvd, Ste 5	Appleton	WI	54914-6533	920.731.1758
Mc Carney	Keith	39 Park Pl, Ste 100	Appleton	WI	54914-8289	920.997.0668
Aggen	Elwin	1110 Fourier Dr, Ste 110	Madison	WI	53717-1963	608.829.6629
Heiling	Duane	1110 Fourier Dr, Ste 110	Madison	WI	53717-1963	608.829.6629
Tracy	Lee	114 4th St	Baraboo	WI	53913-2147	608.356.6675
Parker	Seth	1110 Fourier Dr, Ste 100	Madison	WI	53717-1949	608.829.6633
Beck	Matthew	1110 Fourier Dr, Ste 100	Madison	WI	53717-1949	608.829.6633
Rindels	Robert	807 Madison Ave	Fort Atkinson	WI	53538-1321	920.563.6510
Aunan	Brian	5306 Valley Ridge Plz	Middleton	WI	53562-2053	608.478.4478
Prottzman	Lucas	1110 Fourier Dr, Ste 100	Madison	WI	53717-1949	608.829.6633
Hvitved	Aaron	402 Gammon Pl Ste 330	Madison	WI	53719-1073	608.829.6614
Sloter	David	1110 Fourier Dr, Ste 100	Madison	WI	53717-1949	608.829.6633
Kruse	Daryl	1110 Fourier Dr, Ste 100	Madison	WI	53717-1949	608.829.6633
Leyden	Chris	1110 Fourier Dr, Ste 100	Madison	WI	53717-1949	608.829.6633
Baldes	Bradley	1110 Fourier Dr, Ste 110	Madison	WI	53717-1963	608.829.6629
Lusson	Duane	235 N Executive Dr, Ste 200	Brookfield	WI	53005-6000	262.373.6900
Shelman	Bradley	725 Heartland Trl, Ste 200	Madison	WI	53717-1985	608.729.7999
Link	Steven	1818 Parmenter St Ste 300	Middleton	WI	53562-3170	608.824.2575
Johnson	Bret	121 N Madison St	Lancaster	WI	53813-1348	608.723.1240
Bird	Robert	330 Association Dr	Charleston	WV	25311-1269	304.352.8200
Link	Heather	330 Association Dr	Charleston	WV	25311-1269	304.352.8200
Charlet	Richard	330 Association Dr	Charleston	WV	25311-1269	304.352.8200
Vandersnick	Tricia	330 Association Dr	Charleston	WV	25311-1269	304.352.8200
Hembrough	Peter	189 Dry Hill Road	Beckley	WV	25801-2600	304.253.8561
Lensch	Lee	101 Washington St E Ste 124	Charleston	WV	25301-1500	304.720.7625
Novak	John	101 Washington St E Ste 124	Charleston	WV	25301-1500	304.720.7625
Walter	Kevin	710 Central Ave, PO Box 786	Barboursville	WV	25504-1304	304.302.2600
Reher	Jason	101 Washington St E Ste 124	Charleston	WV	25301-1500	304.720.7625
Bollum	Mark	2900 Culler Rd	Weirton	WV	26062-9677	304.748.7094
Koch	Gregg	1206 Chapline St Ste 175	Wheeling	WV	26003-3317	304.830.5379
Wichmann	Jean	1270 Winchester Ave	Martinsburg	WV	25405-5019	304.263.4343
Velzke	Dean	1700 E 2nd St	Casper	WY	82601-3007	307.234.3987
Lex	Karolin	3000 Central Ave	Cheyenne	WY	82001-2502	307.778.8321

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**EXHIBIT J**  
**INDEPENDENT ADVISOR BUSINESS LOCATIONS**

<b>Last</b>	<b>First</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Bus Phone</b>
Kach	Suzanne	900 Coburn Ave	Worland	WY	82401-3416	307.347.4734

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## EXHIBIT K

### INDEPENDENT ADVISORS THAT LEFT THE SYSTEM

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the System.

Last	First	Address	City	State	Zip Code	Bus Phone
Heruska	James	3817 Gulf Shores Pkwy, Ste 2	Gulf Shores	AL	36542-2781	251.345.0601
Barnes	Kevin	2400 SE C St, Ste 2	Bentonville	AR	72712-7871	479.464.5055
Arant-Cousins	Alice	5690 W Chandler Blvd, Ste 4	Chandler	AZ	85226-3356	480.397.9800
Bley	Amy	5690 W Chandler Blvd, Ste 4	Chandler	AZ	85226-3356	480.397.9800
Soderberg	Perry	5690 W Chandler Blvd, Ste 4	Chandler	AZ	85226-3356	480.397.9800
Rhein	Steven	141 S McCormick St, Ste 104	Prescott	AZ	86303-4730	928.771.2117
Brouwer	Donavan	7433 N 1st St Ste 102	Fresno	CA	93720-2851	559.490.7030
Yu	Stephen	101 Gregory Ln, Ste 36	Pleasant Hill	CA	94523-4915	925.356.7600
Minkoff	Steven	432 Clay St	San Francisco	CA	94111-3207	415.391.7700
Burnett	Leah	9915 Mira Mesa Blvd Ste 240	San Diego	CA	92131-7003	858.769.3842
Hall	Carroll	8900 Grossmont Blvd, Ste 4-1	La Mesa	CA	91941-4047	619.449.7410
McNamara	Brendan	3655 Nobel Dr, Ste 510	San Diego	CA	92122-1051	760.598.2564
Bgatov	Dmitriy	11440 W Bernardo Ct Ste 300	San Diego	CA	92127-1644	858.956.0055
Ehrlich	Andrew	28202 Cabot Rd Ste 300	Laguna Niguel	CA	92677-1249	949.467.1159
Tanudjojo	Mercy	2737 Porter St	Soquel	CA	95073-2420	831.479.3477
Uffelmann	Craig	1 Almaden Blvd, Ste 810	San Jose	CA	95113-2215	408.918.5300
Fels	Charles	3945 Freedom Circle, Ste 460	Santa Clara	CA	95054-1253	408.330.9220
Medlin	Gary	659 Abrego St, Ste 4	Monterey	CA	93940-3238	831.375.3116
Lin	Jack	318 Westlake Center Ste 225	Daly City	CA	94015-1436	650.278.8897
Yun	Hokon	2301 Rosecrans Ave, Ste 4195	El Segundo	CA	90245-4918	310.220.2202
Rohde	Stephen	1114 S Main Ave	Fallbrook	CA	92028-3325	760.645.3735
Michael	Boulos	101 Main St, Ste 220	Huntington Beach	CA	92648-8127	714.374.0300
Gibeley	Patricia	91 South Main St	West Hartford	CT	06107-2509	860.521.4470
Bartosiak	Theodore	91 South Main St	West Hartford	CT	06107-2509	860.521.4470
Sutkowski	Bruce	99 East River Dr, 8th Floor	East Hartford	CT	06108-7301	860.291.9160
Lyman	Patricia	213 Court St Ste 601	Middletown	CT	06457-3367	860.788.2954
Kenney-Romano	Joan	2425 Post Rd Ste 207	Southport	CT	06890-1267	203.222.4994
Gauthier	Gary	99 E River Dr, 8th Floor	East Hartford	CT	06108-7301	860.291.9160
Christie	Carl	99 E River Dr, 8th Floor	East Hartford	CT	06108-7301	860.291.9160
Steinmetz	Debra	835 Straits Tpke Ste A	Middlebury	CT	06762-2812	800.895.6625
Bodden	Gene	2605 Enterprise Rd E Ste 300	Clearwater	FL	33759-1068	603.606.4255
Howard	John	1117 Thomasville Rd	Tallahassee	FL	32303-6223	850.766.7462
Martin	Stephen	2500 NE Coachman Rd	Clearwater	FL	33765-1814	727.786.2427
Peggs	Joseph	10410 Seminole Blvd, Ste 2A	Seminole	FL	33778-4046	727.391.1707
Routie	Richard	924 N Magnolia Ave Ste 302	Orlando	FL	32803-3849	407.286.4466
Lacy	Kristine	28943 State Rte 54	Wesley Chapel	FL	33543-3218	813.994.1190
Piccione	Michael	7216 US Highway 301 N Ste 107	Ellenton	FL	34222-3463	813.633.1500
Steinmark	Fred	2700 N Military Trl Ste 390	Boca Raton	FL	33431-6394	561.515.2971
Levinson	Steven	4800 N Federal Hwy Ste D200	Boca Raton	FL	33431-3413	561.372.0345
Pina	Oscar	4000 Ponce de Leon Blvd, Ste 470	Coral Gables	FL	33146-1432	305.444.7317
Blankenship	William	3507 Wedgewood Ln	The Villages	FL	32162-7187	352.350.2397
Hepner	Gregory	8300 Dunwoody Place, Suite 120	Atlanta	GA	30350-3303	770.645.2977
Centers	Robert	601 N Belair Sq, Ste 29	Evans	GA	30809-4325	706.836.0918
Fennel	Raymond	40 Eastbrook Bend D	Peachtree City	GA	30269-1567	770.486.1117
Engler	John	4210 Columbia Rd, Ste 1B	Martinez	GA	30907-0436	706.868.8020
Macdonald	Robert	5855 Sandy Springs Cir NE, Ste 100	Sandy Springs	GA	30328-6275	404.459.9161
Mitman	Todd	800 Mount Vernon Hwy Ste 350	Atlanta	GA	30328-4294	678.871.2222
Reese	Jeremy	800 Mount Vernon Hwy Ste 350	Atlanta	GA	30328-4294	678.871.2222
Adam	Roger	123 W Washington St	Washington	IA	52353-2035	319.653.6638
Blum	Steven	383 Collins Rd NE, Ste 102	Cedar Rapids	IA	52402-3147	319.393.3322
Warnaar	Diane	28381 Davis Pkwy, Ste 703	Warrenville	IL	60555-3033	630.995.9836
Campbell	Paul	75 Executive Dr, Ste 335	Aurora	IL	60504-8152	630.423.8664
Reimann	Michael	2815 Forbs Ave, Ste 107	Hoffman Estates	IL	60192-3702	847.562.5417
Tarter	John	3030 Warrenville Rd, Ste 420	Lisle	IL	60532-1000	331.249.4300
Christner	Dorvin	1508 Calumet Ave	Valparaiso	IN	46383-3125	219.462.6687
Lamm	Paul	257 E Main St	North Vernon	IN	47265-1510	937.308.8158
Crooks	Richard	236 N Elm St	Henderson	KY	42420-3133	270.827.1404
Trahan	Troy	225 W Causeway Approach	Mandeville	LA	70448-3032	985.612.7148
Cunningham	Joseph	431 Jefferson St	Natchitoches	LA	71457-4633	318.238.4444
O Donnell	Richard	75 Post Office Park, Ste 5	Wilbraham	MA	01095-1188	413.599.1775
Dickstein	Howard	551 Newton St	South Hadley	MA	01075-2037	413.540.0196
Ehrlich	Bruce	20 Park Plaza Ste 439	Boston	MA	02116-4333	978.777.6500
Handrahan	John	74 W Central St, Carriage House 2nd Floor	Natick	MA	01760-4335	781.453.9600
Stearns	Richard	190 Littleton Road Ste F1, Suite 11	Westford	MA	01886-3553	978.692.0621
Crouse	Cheryl	415 Boston Tpke, Ste 200	Shrewsbury	MA	01545-3414	508.842.3013
Mailloux	Philip	70 Parker St, Ste 906	Gardner	MA	01440-3809	978.630.2202
Frangules	Speros	200 N Main St, Ste 1202	East Longmeadow	MA	01028-2399	413.525.7025
Cummings	Roger	501 Providence Hwy	Norwood	MA	02062-4954	781.349.8440
Maltby	Bradford	99 Derby St Ste 301	Hingham	MA	02043-4216	781.740.1288
Brezovec	Michael	6 Montgomery Village Ave, Ste 650	Gaithersburg	MD	20879-3532	301.320.1483
Katzenbarger	Scott	6 Montgomery Village Ave, Ste 650	Gaithersburg	MD	20879-3532	301.320.1483
Hilliard	James	517 Benfield Rd Ste 205	Severna Park	MD	21146-2540	410.647.1011

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## EXHIBIT K

### INDEPENDENT ADVISORS THAT LEFT THE SYSTEM

Last	First	Address	City	State	Zip Code	Bus Phone
Roy	Pat	2025 E Bellline Ave SE, Ste 304	Grand Rapids	MI	49546-7634	616.954.9456
May	Jamie	250 E Division St	Rockford	MI	49341-1304	616.866.0202
Djak	Daniel	40 N Center Rd, Ste 5	Saginaw	MI	48638-5842	989.407.0977
Harrison	Aaron	1 Heritage Place, Ste 440	Southgate	MI	48195-3050	734.281.3700
Ritter	Timothy	9900 Joan Circle	Ypsilanti	MI	48197-6912	734.484.4724
Balcerowiak	Christopher	13854 Lakeside Cir, Ste 216 and 210	Sterling Heights	MI	48313-1316	877.907.8625
Simonsen	Edward	1224 Military Rd	Houghton	MI	49931-1986	906.482.1747
Bouty-Feuerbach	Jerry	209 Ludington Street	Escanaba	MI	49829-4027	906.789.0125
Dreger	Jason	405 Babcock Blvd E, Ste 160	Delano	MN	55328-9145	763.972.8722
Max	Kevin	405 Babcock Blvd E, Ste 160	Delano	MN	55328-9145	763.972.8722
Osadckcy	Barbara	7101 York Ave S, Ste 200	Edina	MN	55435-4556	612.924.4960
Gray	Walter	7101 York Ave S, Ste 200	Edina	MN	55435-4556	612.924.4960
Pitz	John	854 W 78th St Ste 200, PO Box 820	Chanhassen	MN	55317-0820	952.949.6630
Hall	Richard	227 W 1st St, Ste 900	Duluth	MN	55802-1927	218.722.9400
Walsh	Scott	10159 Wayzata Blvd Ste 200	Minnnetonka	MN	55305-1581	763.543.5169
Esch	Michael	4570 Churchill St Ste 210	Shoreview	MN	55126-2274	651.403.8901
Lawrence	Jill	703 E Ripley Street	Litchfield	MN	55355-2414	320.693.7271
Reid	Mindy	13100 Wayzata Blvd Ste 140	Minnnetonka	MN	55305-1801	612.225.2600
Rice	Steven	703 E Ripley Street	Litchfield	MN	55355-2414	320.693.7271
De LA Rosa	Bernard	7601 France Ave S, Ste 600	Edina	MN	55435-5971	612.857.1220
Johnson	Daryl	7601 France Ave S, Ste 600	Edina	MN	55435-5971	612.857.1220
Rypkema	Gina	203 Henrietta Ave N	Park Rapids	MN	56470-2617	218.732.8861
Panzer	Danny	222 E Main St	Albert Lea	MN	56007-2977	507.377.3671
Floeh	David	9859 Big Bend Blvd Ste 105	Saint Louis	MO	63122-6581	314.720.2166
Proaps	Susan	128 S 1st St	Brookhaven	MS	39601-3317	601.833.8866
Davidson	Jeri	7930 W Kenton Cir Ste 210	Huntersville	NC	28078-1886	704.896.9985
Kidd	Stephen	127 N Fulton St	Salisbury	NC	28144-4221	704.603.4114
Palmer	Paul	30 Hendersonville Rd, Ste 5	Asheville	NC	28803-2396	800.698.6608
Wong	Raymond	1829 E Franklin St, Ste 600	Chapel Hill	NC	27514-5863	919.928.0945
Verduyn	Teri	2300 13th Ave S, Ste B	Fargo	ND	58103-3700	701.232.8886
Davidson	Adam	1 Pillsbury St Ste 100	Concord	NH	03301-3556	603.715.8486
Fleury	Rebecca	116 S River Rd, Bldg E Fl 1	Bedford	NH	03110-6734	603.296.0030
Clark	Derrick	2 Ridgedale Ave Ste 250	Cedar Knolls	NJ	07927-1108	973.794.6804
Francis	Roger	90 East Halsey Rd Ste 106	Parsippany	NJ	07054-3713	973.265.1185
Balleanu	Andrea	The Atrium Ste 390, 80 E Rt 4	Paramus	NJ	07652-2647	201.226.1780
Innocenti	Jason	83 South St Ste 102	Freehold	NJ	07728-2393	866.970.0707
Nigro	Maria Z	80 E State Rt 4 Ste 320	Paramus	NJ	07652-2647	201.297.8063
Sickler	Gary	2302 Zion Road	Northfield	NJ	08225-1045	609.645.9110
Morrison	Susan	7101 Jefferson St NE Ste C	Albuquerque	NM	87109-4320	505.433.2255
Gimlin	Michael	8800 Main St	Williamsville	NY	14221-7635	716.839.1434
Winnick	Gary	3 Hemphill Pl Ste 110	Malta	NY	12020-4420	518.581.7550
Evans	Cynthia	950 Danby Rd Ste 100-B	Ithaca	NY	14850-5795	607.272.0777
Clare	Craig	One Corporate Drive, Ste 202	Bohemia	NY	11716-2663	631.582.9770
Curry	Stephen	1673 County Rd 39	Southampton	NY	11968-5298	631.283.8482
Donnelly	Jane	11412 Beach Channel Dr, Ste 8	Rockaway Park	NY	11694-2212	347.619.8200
Banci	Francesca	145 Pinelawn Rd, Ste 340N	Melville	NY	11747-3241	631.683.5570
Paraskevopoulos	Demetrios	300 Old Country Rd, Ste 371	Mineola	NY	11501	516.288.7610
Lauro	Neil	300 Old Country Rd, Ste 371	Mineola	NY	11501	516.288.7610
Daugherty	Matthew	1991 Crocker Rd, Ste 300	Westlake	OH	44145-6970	440.871.6501
Whitesmith	David	1512 West Church St	Newark	OH	43055-1532	740.349.3878
Mc Lurg	Margaret	100 W Old Wilson Bridge Rd, Ste 100	Worthington	OH	43085-5236	614.396.4020
Titus	Thomas	970 Windham Ct, Ste 1A	Youngstown	OH	44512-5082	330.318.4214
Wagoner	William	5954 Renaissance Pl Ste D	Toledo	OH	43623-4717	419.842.8488
Best	Matthew	10365 Route 322	Shippenville	PA	16254-4823	814.227.2800
Baird	Joseph	523 W Chocolate Ave, Ste 100	Hershey	PA	17033-1629	717.533.9980
Nolt	C	1717 Lititz Pike	Lancaster	PA	17601-6509	717.431.2996
Mckinnon	Jeffrey	118 E 3rd St Ste B	Berwick	PA	18603-3720	570.520.4137
Arblaster	John	2300 E Lincoln Hwy Ste 140	Langhorne	PA	19047-3302	215.757.7600
Boneparth	Andrew	5 E Germantown Pike	Plymouth Meeting	PA	19462-1539	610.943.3113
Brock	Edmund	24 Salt Pond Rd, Ste A6	Wakefield	RI	02879-4311	401.782.9889
Durkin	Sean	1150 New London Ave Ste 340	Cranston	RI	02920-3036	401.921.5000
Crook	Matthew	24 Salt Pond Rd, Ste A6	Wakefield	RI	02879-4311	401.782.9889
Tapscott	Brad	259 Seven Farms Dr Ste 200	Daniel Island	SC	29492-7553	843.284.1237
Floyd	Michael	1320 Main St Ste 200	Columbia	SC	29201-3277	803.736.0740
Thompson	Thomas	330 Pelham Rd Ste 105B	Greenville	SC	29615-3111	864.451.7890
Allensworth	John	203 Silver Bluff Rd	Aiken	SC	29803-7325	770.352.9650
Phillips	Steven	4509 Papermill Dr	Knoxville	TN	37909-1969	865.212.2376
Freeman	William	2220 Award Winning Way, Ste 100	Knoxville	TN	37932-1995	865.693.4772
Jefferson	Timothy	725 Cool Springs Blvd, Ste 340	Franklin	TN	37067-2702	615.349.2160
Allen	Clyde	1616 Westgate Cir	Brentwood	TN	37027-8019	615.844.6125
Hudson	Charles	1053 W Rex Rd	Memphis	TN	38119-3819	901.683.6767
Babina	Susan	138 Timber Creek Dr	Cordova	TN	38018-4234	901.312.5060

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## EXHIBIT K

### INDEPENDENT ADVISORS THAT LEFT THE SYSTEM

Last	First	Address	City	State	Zip Code	Bus Phone
Chamales	Louis	444 Executive Center Blvd, Ste 222	El Paso	TX	79902-1039	830.992.3048
Tabak	James	4516 S Mc Coll Road	Edinburg	TX	78539-9739	956.618.0050
Pepkin	Charles	2221 Lakeside Blvd Ste 1250	Richardson	TX	75082-4379	214.445.0600
Charleton	Dennis	711 W Bay Area Blvd Ste 400, Ste 500	Webster	TX	77598-4000	281.724.9612
Gutierrez	Eduardo	10000 Memorial Dr, Ste 460	Houston	TX	77024-3409	713.954.4930
Vines	Kane	6860 Dallas Pkwy Ste 200	Plano	TX	75024-4242	469.409.7283
Legate	Amy	5300 Town & Country Blvd, Ste 160	Frisco	TX	75034-6888	214.469.0060
Dupre	Eric	100 NE Loop 410 Ste 1072	San Antonio	TX	78216-4700	210.255.8016
Canga	Carl	4810 Spicewood Spgs Rd, Ste 200	Austin	TX	78759-7838	512.527.8400
Blakelock	Jonathan	2316 Timber Shadows Dr, Ste 102	Kingwood	TX	77339-2026	281.358.3322
Burnfield	Bradley	201 W Pearl St	Granbury	TX	76048-2435	817.326.1234
West	Carrie	210 E Main St	Olney	TX	76374-1924	940.564.3533
Johnson	Herschel	3333 Premier Dr, Ste 100	Plano	TX	75023-7137	972.543.4850
Anderson	Adam	1300 N 200 E Ste 109	Logan	UT	84341-2398	503.723.9636
Chambers	Dale	3951 Westerre Pkwy, Suite 100	Richmond	VA	23233-1312	804.935.4898
Colton	Robin	4050 Innslake Dr Ste 160	Glen Allen	VA	23060-5500	804.217.8900
Sepulveda	Ramiro	870 Greenbrier Cir, Ste 401	Chesapeake	VA	23320-2658	757.648.8840
Goodwin	Thomas	2901 Telestar Ct, Ste 455	Falls Church	VA	22042-1261	571.405.6446
Berger	Harvey	3959 Pender Dr, Ste 108	Fairfax	VA	22030-6041	703.359.2660
Khalsa	George	46175 Westlake Dr Ste 110	Potomac Falls	VA	20165-5873	703.791.1283
Rohr	Jeff	14350 Sommerville Ct	Midlothian	VA	23113-6838	804.273.1265
Johnson	Jason	906 W 2nd Ave Ste 500	Spokane	WA	99201-4537	509.466.9811
Lilly	Douglas	102 W Crawford St, Ste A	Deer Park	WA	99006-5185	509.276.2340
Combs	Michael	620 N Emerson Ave Ste 202	Wenatchee	WA	98801-6619	509.667.1027
Eliason	Gregory	308 Gates St	Mount Vernon	WA	98273-3833	360.336.5060
Brown	Dylan	3804 Kern Way Ste B	Yakima	WA	98902-7801	509.452.7920
Nihoul	Thomas	201 W North River Dr Ste 625, Suite B	Spokane	WA	99201-2284	509.777.0803
Hinnendael	Terry	3311 Packerland Dr Ste A5	De Pere	WI	54115-9539	920.621.4168
Blakey	James	2711 Stewart Ave, Ste A	Wausau	WI	54401-4140	715.849.3697
Kreske	Lindsey	1601 E Racine Avenue, Suite 103	Waukesha	WI	53186-6800	262.409.4240
George	Roy	100 N Marquette Road, Ste 100	Prairie Du Chien	WI	53821-1513	608.326.2552
Kendall	Mary	101 Washington St E Ste 124	Charleston	WV	25301-1500	304.720.7625
Williams	Matthew	1160 Johnson Ave, Ste 102	Bridgeport	WV	26330-1487	304.842.0015
Meranda	Margaret	217 Superior Ct	Laramie	WY	82072-2033	307.742.5925

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# EXHIBIT L

## GDC CALCULATION EXAMPLES

**NOTE:** The examples provided below reflect rates generally effective as of January 2024. The Product GDC Rates may change at any time. Additionally, GDC Payout Rates may change. Please refer to the Compensation Reference Guide for complete and the most recent information.

### 1. Ameriprise Financial Planning Service (“AFPS”)

#### Eligible for Sale/Compensation

- Compensation is paid with applicable licensure and fulfilled requirements

#### GDC Overview:

##### TOS GDC (New Business)

- The GDC Rate is set as a percentage of the client fee
- TOS GDC is not paid on the discounted portion from a coupon

##### Trail GDC (Client Service)

- Not applicable

#### GDC Rates

Engagement Period (Contract Term)	TOS GDC Rate	Trail GDC Rate
AFPS	100%	N/A

#### Hypothetical Example Assumptions:

- Advisor sells an AFPS plan for \$1,500
- Product GDC Rate: 100%
- Advisor Payout Rate: 85%

#### Calculating TOS GDC and Commission

Step 1:	$(\text{Client Fee}) \times (\text{Product GDC Rate}) = \text{TOS GDC \%}$ $\$1,500 \times 100\% = \$1,500 \text{ TOS GDC}$
Step 2:	$\text{TOS GDC} \times \text{Advisor Payout Rate} = \text{GDC Commissions}$ $\$1,500 \times 85\% = \$1,275 \text{ GDC Commissions}$

### 2. Advisory Solutions (Managed Accounts)

#### Eligible for Sale/Compensation

- Compensation is paid with applicable licensure and fulfilled requirements

#### GDC Overview:

##### TOS GDC (New Business)

- Total Advisory Fee Rate + Manager Fee (if applicable) + Program Fee (if applicable) + AFS Fee (if applicable)
- The GDC Rate is set at 100% of the Advisory Fee less the Administration (“Admin”) Fee plus the Global Admin Fee (“GAF”) discount (if applicable)
- The annual minimum Administration Fee is \$300 per advisory account household and is applied to households with \$115,000 or less in advisory account Assets Under Management (“AUM”)
  - The Administration Fee for households with \$115,000 or more in advisory account AUM will be calculated according to the Standard Administration Fee Rates provided in the table (below); the calculated Administration Fee may or may not be less than the \$300 minimum Administration Fee
  - The Global Admin Fee discount does not apply: (i) if the minimum Administration Fee is invoked; or (ii) to households with \$200,000 or less in advisory account AUM
  - When the minimum Administration Fee is invoked, negative GDC will not be assessed across advisory accounts for households with \$115,000 or less in AUM

### Trail GDC (Client Service)

- Net contributions of \$10,000 or more in a single business day will result in an asset-based fee billed to the account on the amount of the net contribution
  - Compensation is reflected in that compensation cycle
- 12b-1 Fees
  - Collected by the fund family and paid to Ameriprise Financial; automatically rebated to the client's advisory account(s)
  - Paid by the fund family and are not paid to the advisor

### Standard Administration Fee Rates

Household Advisory Solutions Assets Under Management	Administration Fee*
<\$115,000	\$300 minimum fee
\$115,000 – \$200,000	0.26%
\$200,000 – \$500,000	0.26%
\$500,000 – \$999,999	0.22%
\$1,000,000 – \$1,999,999	0.20%
\$2,000,000 – \$4,999,999	0.14%
\$5,000,000 – \$9,999,999	0.09%
\$10,000,000 – \$24,999,999	0.07%
\$25,000,000+	0.04%

### Hypothetical Example Assumptions:

- Advisory Fee: \$202.02
- Administration Fee: \$44.95
- Advisor does not qualify for GAF discount
- GDC Rate: 100% less the Administration Fee
- Advisor Payout Rate: 85%

Calculating TOS GDC and Commission	
Step 1:	$(\text{Advisory Fee}) - (\text{Administration Fee}) = \text{TOS GDC}$ $\$202.02 - \$44.95 = \$157.07 \text{ TOS GDC (Net Wrap Fee)}$
Step 2:	$\text{TOS GDC} \times \text{Advisor Payout Rate} = \text{GDC Commissions}$ $\$157.07 \times 85\% = \$133.51 \text{ GDC Commissions}$

### 3. Variable Universal Life 6 TOS GDC and Trail GDC

#### RiverSource Variable Universal Life 6 (RiverSource Life Insurance Company) [VUL6]

#### Eligible for Sale/Compensation

- Compensation is paid on transactions after the product is eligible for sale, with applicable licensure and as approved in each state
- Effective Date: February 21, 2019

#### GDC Overview:

#### TOS GDC (New Business)

- The GDC Rate is applied to the target premium to determine TOS GDC
- GDC paid on excess and renewal premiums is classified as TOS GDC
- Temporary flat extra ratings are not included in the target premium

#### Trail GDC (Client Service)

- The GDC Rate is set as a percentage of the cash value of the policy
- No Asset Based Compensation (“ABC”) is paid on Option A
- Annual ABC Rate on Options B and C is paid quarterly
- For Options B and C, ABC is classified as Trail GDC
- If the policy includes the Accounting Value Increase Rider, Option D is the only available option
  - Option D is not available on a policy that does not include the Accounting Value Increase Rider

## GDC Rates

Option	TOS GDC Target Premium	TOS GDC Excess/Renewal Premium	ABC Annual's
A	90%	<ul style="list-style-type: none"> <li>• 2.50% Excess Year 1</li> <li>• 2.00% Years 2-10</li> <li>• 0.00% Years 11+</li> </ul>	0.00% All Years
B	80%	<ul style="list-style-type: none"> <li>• 2.50% Excess Year 1</li> <li>• 2.00% Years 2-30</li> <li>• 0.00% Years 31+</li> </ul>	0.125% Year 2+
C	35%	<ul style="list-style-type: none"> <li>• 2.50% Excess Year 1</li> <li>• 0.00% Years 2+</li> </ul>	<ul style="list-style-type: none"> <li>• 1.00% Years 2-15</li> <li>• 0.25% Years 16-30</li> <li>• 0.00% Years 31+</li> </ul>
D	45%	<ul style="list-style-type: none"> <li>• 2.50% Excess Year 1</li> <li>• 5.00% Years 2-5</li> <li>• 3.75% Years 6-10</li> <li>• 0.00% Years 11+</li> </ul>	0.00% All Years

### Maximum Annualized GDC

- \$25,000

### Advisor Payout Rates

- All GDC Rates are subject to the applicable Advisor Payout Rate

### Compensation Timing

- Compensation is credited after the business is processed, which includes Ameriprise Financial having received payment by RiverSource Life Insurance Company & RiverSource Life Insurance Co. of New York for sale of the product(s)
- RiverSource Life Insurance Company & RiverSource Life Insurance Co. of New York will credit compensation when the policy is active and in force; under no circumstances is compensation paid on pending policies or on policies that are issued and not in force

## 4. RiverSource 10 – 15 – 20 – 30-year Term Insurance (RiverSource Life Insurance Company)

### Eligible for Sale/ Compensation

- Compensation is paid on transactions after the product is eligible for sale, with applicable licensure and as approved in each state
- Effective Date: May 2, 2020

### GDC Overview:

#### TOS GDC (New Business)

- The GDC Rate is set as a percentage of the first year premium, net of the \$70 policy fee and temporary flat extra premium (if applicable)

#### Trail GDC (Client Service)

- Not applicable

## GDC Rates

Term Type/All Rate Bands	RiverSource Life Insurance Company		RiverSource Life Insurance Co. of New York	
	TOS GDC	TOS GDC/Renewals Years 2+	TOS GDC	TOS GDC/Renewals Years 2+
10 Year Term	65%	N/A	65%	N/A
15 Year Term	75%	N/A	70%	N/A
20 Year Term	85%	N/A	70%	N/A
30 Year Term	85%	N/A	70%	N/A

## **Maximum Annualized GDC**

- \$25,000

## **Advisor Payout Rates**

- All GDC Rates are subject to the applicable Advisor Payout Rate

## **5. Mutual Funds**

### **Eligible for Sale/Compensation**

- Compensation is paid on transactions after the product is eligible for sale, with applicable licensure and as approved in each state
- Effective Date: September 7, 2010

### **GDC Overview:**

#### **TOS GDC (New Business)**

- The TOS GDC Rate is based on the front-end sales load percentage relative to the client's rights of accumulation ("ROA") breakpoint achieved on qualifying fund assets within the client's primary household group; refer to the fund's prospectus or the share class analyzer for more information about breakpoints

#### **Trail GDC (Client Service)**

- 12b-1 Fees
  - 12b-1 fees are paid as a percentage of the average daily assets, according to the respective firm's schedule
  - 12b-1 fees are paid immediately or delayed for up to 13 months, based on the fund/share class
  - Mutual funds are capped at 25 basis points for all share classes, except for Class C and Class R which are not capped
  - Certain money market mutual funds are capped at 10 basis points on positions held in brokerage and are not paid on positions held in managed accounts

## **6. RiverSource RAVA Apex 7 Year and RAVA Apex NY 7 Year**

### **Eligible for Sale/Compensation**

- Compensation is paid on transactions after the product is eligible for sale, with applicable licensure and as approved in each state
- Effective Date: May 2, 2022

### **GDC Overview:**

#### **TOS GDC (Base Commission)**

- The base commission rate is determined and paid based upon the attained age of the oldest owner (oldest annuitant if the contract is owned by a trust or company, referred to as a non-natural owner) at the time the premium or add-on is received by the company
- Paid for purchase payments received in any contract year
- For purchase payments received after the issue date, the base commission rate is determined and paid based upon the attained age at the time the purchase payment is received

#### **Trail GDC**

- The trail commission rate is determined and paid based upon the issue age of the oldest owner (oldest annuitant if the contract is owned by a trust or company, referred to as a non-natural owner) and begins on/after the first anniversary of the issue date of the contract
- The annual rate is paid quarterly based upon the accumulation value (including earnings accrued) as of the calendar quarter end, less any premium payments received in the prior 12-months
- If there is an ownership change on an annuity contract, the trail commission rate is updated based upon the age of the oldest new owner when the change occurs (oldest annuitant if the contract is owned by a trust or company, referred to as a non-natural owner)



**TOS GDC (Base Commission) Rates****Attained Age 0-80**

Option	Base Commission
A	7.00%
B	5.50%
C	4.00%
D	2.00%

**Attained Age 81-85**

Option	Base Commission
A	3.50%
B	2.75%
C	2.00%
D	1.00%

**Attained Age 86+**

Option	Base Commission
A	1.750%
B	1.375%
C	1.000%
D	0.75%

**Trail GDC Rates****Issue Age 0-85**

Option	Trail in Contract Year 1	Trail in Contract Year 2+
A	0.00%	0.00%
B	0.00%	0.25%
C	0.00%	0.50%
D	0.00%	1.00%

**Issue Age 86+**

Option	Trail in Contract Year 1	Trail in Contract Year 2+
A	0.00%	0.00%
B	0.00%	0.25%
C	0.00%	0.50%
D	0.00%	0.75%

**Advisor Payout Rates**

- All GDC Rates are subject to the applicable Advisor Payout Rate

## 7. Brokerage — Equities, Fixed Income and Options

### Eligible for Sale/Compensation

- Compensation is paid on transactions after the product is eligible for sale, with applicable licensure and as approved in each state
- Effective Date: September 1, 2010

### GDC Overview:

#### TOS GDC (New Business)

- Paid at a GDC Rate of 100%, based on the client commission
- Paid on advisor-initiated transactions and client-initiated phone transactions on client commissions for Equities of \$75 or more
- Paid on advisor-initiated transactions and client-initiated phone transactions on client commissions for Fixed Income and Options of \$50 or more
- No compensation paid on client-initiated online/web transactions for Equities or Options
- No compensation paid on corporate office-initiated trades for Equities, Fixed Income or Options (e.g., legal orders, maintenance liquidations, etc.)

#### Trail GDC (Client Service)

- Not applicable

### GDC Rates

Advisor Access Method	TOS GDC Rate	Trail GDC
Customer Service Representative	100% of client commission	N/A
Advisor Trading via Online and EAL Quotes & Trading	100% of client commission	N/A
Client-Placed Phone Transactions	100% of client commission	N/A

### Hypothetical Example Assumptions:

- Client buys a stock with a client commission of \$100
- Product GDC Rate: 100%
- Advisor Payout Rate: 85%

Calculating TOS GDC and Commission	
Step 1:	$(\text{Client Commission}) \times (\text{Product GDC Rate}) = \text{TOS GDC}$ $(\$100) \times 100\% = \$100.00$ TOS GDC $\$202.02 - \$44.95 = \$157.07$ TOS GDC (Net Wrap Fee)
Step 2:	$\text{TOS GDC} \times \text{Advisor Payout Rate} = \text{GDC Commissions}$ $\$100.00 \times 85\% = \$85.00$ GDC Commissions

## 8. Nuveen Global Cities REIT

### Eligible for Sale/Compensation

- Compensation is paid on transactions after the product is eligible for sale, with applicable licensure and as approved in each state
- All transactions are subject to review by the Centralized Supervision Unit (“CSU”) and compensation paid to advisors may be reversed if a transaction is deemed unsuitable or if an offer of rescission is accepted
- Effective Date: July 11, 2019

### GDC Overview:

#### TOS GDC (New Business)

- The TOS GDC is based on the dollar amount invested
- The offering includes TOS commissions

#### Trail GDC (Client Service)

- The offering includes an ongoing shareholder servicing fee which is based on the net asset value of the shares at month-end and is paid monthly
- Once the fund hits cap on distribution compensation, clients are converted into Class I shares
- Class I shares do not have a shareholder servicing fee

### GDC Rates (Upfront Selling Commission)

Amount of Investment	Upfront Selling Commission
\$0 – \$149,999	2.0%
\$150,000 – \$499,999	1.5%
\$500,000 – \$999,999	1.0%
\$1,000,000+	0.5%

### Trail GDC Rates

Trail Grid	GDC Rates	Trail Compensation Rates
Year 1	0.85%	0.85%
Year 2	0.85%	0.85%
Year 3	0.85%	0.85%
Year 4	0.45%	0.45%

Trail compensation is based upon the Net Asset Value (“NAV”) of Nuveen Global Cities REIT. As such, the time at which trail compensation is paid may fluctuate depending on changes to the NAV.

- For instance, if the NAV increases, trail compensation is paid more quickly than anticipated
- Advisors receive trail compensation until the total of the upfront compensation and trail compensation equals 5%
- For clients who received volume discounts, advisors receive compensation for a longer time frame

### Important Disclaimer

This document does not create any contractual rights to a franchisee/independent contractor. Nor does this document create a contract of employment or a contract for any specific condition of employment or term between Ameriprise Financial Services, LLC and an employee or franchisee/independent contractor. The relationship between Ameriprise Financial Services, LLC and an employee is at-will, meaning either the company or the employee may terminate it at any time for any reason, with or without advance notice or progressive disciplinary action. Ameriprise Financial reserves the right to make changes or discontinue its benefits, compensation plans, policies and programs as it deems appropriate, and such changes may be implemented even if they have not been communicated in this (or by change to this) document or otherwise.

If this document refers to any company benefit program, it describes only certain highlights of the benefit program. It does not supersede the actual provisions of the applicable plan documents, which in all cases are the final authority. The applicable plan administrator has the sole authority and discretion in administration, determining eligibility and interpretation of the plans.

Ameriprise Financial Services, LLC takes reasonable efforts to ensure the accuracy of the contents of policy documents and in the administration of its policies and programs. Ameriprise Financial does not assume responsibility for consequential damages caused by administrative or clerical errors.

# EXHIBIT M

## LOAN AND SECURITY AGREEMENT

This Loan and Security Agreement (“Agreement”) is made as of [Date], by Ameriprise Financial Services, LLC, a Delaware limited liability company headquartered at 707 2nd Avenue South, 55 Ameriprise Financial Center, Minneapolis Minnesota 55474 (“Ameriprise” or “Lender”), and [Independent Advisor’s Name], an individual with a primary place of business at [Independent Advisor’s Office Address] (“Borrower”).

WHEREAS, Borrower requires funds in the amount of \$[Loan Amount] for [ongoing capital and liquidity needs]<sup>1</sup> arising from the operation of Borrower’s Independent Financial Advisor Business (as defined in the Franchise Agreement) (the “Business Need”);

WHEREAS, Borrower is an independent franchisee advisor and registered representative of Lender, as further set forth and defined in the Ameriprise Financial Services, LLC Independent Advisor Business Franchise Agreement, dated [Franchise Agreement Execution Date], between Lender and Borrower (“Franchise Agreement”); and

WHEREAS, Lender desires to lend and Borrower desires to borrow funds needed to finance the Business Need.

NOW, THEREFORE, in consideration of their mutual covenants contained herein, Borrower and Lender, the parties hereto to this Agreement, intending to be legally bound, hereby mutually covenant and agree as follows:

1. DEFINITIONS. All capitalized terms used in this Agreement that are not defined herein shall have the same meanings ascribed to them in the Franchise Agreement.

2. LOAN.

A. Subject to the terms and conditions of this Agreement and in reliance upon Borrower’s representations and warranties, Lender hereby agrees to make the Loan to Borrower on or about [Date], in the principal amount of \$[Loan Amount] (the “Loan”). The Loan will be funded by Lender upon satisfaction of the conditions described in Section 7 of this Agreement. The Loan will be disbursed by Lender to Borrower.

B. The Loan shall have a repayment term of [ten (10) years] (the “Repayment Term”). Except as otherwise agreed to in writing by the parties hereto, Loan payments will be paid on or before the last day of each month beginning in [Month after Loan is made] 2024. From the date hereof through the date that is five (5) years following the date the initial payment is due (the “Initial Rate Period”), the Loan shall have a fixed rate of interest of [Interest Rate]% percent of the unpaid principal balance and Loan Payments will be made in equal monthly installments of \$[XXX]. Thereafter, the Loan shall have a fixed rate of interest equal to 180 Day SOFR (as defined below) as of the last business day of the month prior to the end of the Initial Rate Period plus [3.5% for internal acq. or 2.5% for external acq.] (the “Recalculated Rate”). The term “180 Day SOFR” shall mean the 180-day SOFR Fallback Rate reported on www.SOFRrate.com. If www.SOFRrate.com ceases to report the 180-day SOFR Fallback Rate, 180 Day SOFR will be a comparable interest rate designated by the Lender to replace 180 Day SOFR. Lender will notify Borrower of the Recalculated Rate and revised Loan payment amounts. Borrower will become obligated to repay the Loan pursuant to the terms of this Agreement upon Lender’s delivery of the proceeds of the Loan to Borrower.

C. Borrower agrees that Lender shall have the right to set off any amounts owed by Borrower pursuant to this Agreement against any future compensation payable to Borrower by Lender.

3. PAYMENT TERMS.

A. Principal and Accrued Interest. Borrower shall repay the principal balance of the Loan and the accrued interest thereon to Lender in accordance with Section 2 above. All payments in respect of the principal amount of the Loan shall include payment of accrued interest on the principal amount being repaid or prepaid, and all such payments shall be applied to the payment of interest before application to principal. Whenever any payment to be made hereunder shall be stated to be due on

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<sup>1</sup> Where loan is for an acquisition a number of different changes will be made – including changing Business Need references to Acquired Practice and in Section 4. This definition can be more narrowly tailored if desired.

a day that is not a business day, such payment shall be made on the next succeeding business day and such extension of time will be included in the computation of the payment of interest hereunder. All payments by Borrower will be made in same day funds, without defense, setoff or counterclaim, free of any restriction or condition.

- B. Promissory Note. Borrower will execute and deliver to Lender a promissory note (“Note”) in the form of Schedule A, attached hereto, in order to evidence the Loan.
  - C. Pre-Payment. Borrower may prepay the Loan in whole or part at any time, subject to Section 10. If Borrower prepays the Loan in whole prior to the third anniversary of the date of this Agreement, Borrower will make an additional make-whole payment equal to 2% of the original principal amount of the Loan. For any partial prepayment, Lender shall apply any excess amounts to the outstanding principal balance after application to the current monthly payment amount(s) due. Borrower shall continue to make in full, regularly scheduled monthly payments following any partial prepayment until all Borrower’s obligations under this Agreement are fully paid. If Borrower prepays the loan in full prior to [Last day of the final month of repayment], all provisions of this Agreement will remain in place until [Last day of the final month of repayment] (including without limitation provisions relating to Default Interest as defined in Section 10(b) below).
  - D. Obligations After Repayment. Borrower agrees that Default Interest will be payable pursuant to Section 10(b), in the event that Borrower terminates Borrower’s Franchise Agreement or ceases to be a registered representative of Lender at any time during the [ten (10)] year period after the date hereof.
4. GRANT OF SECURITY INTEREST. For the purpose of securing repayment of the Loan, Borrower hereby assigns and grants a security interest to Lender in the following, together with any and all proceeds therefrom:
- A. All of (i) the intangible and tangible assets of Borrower’s Independent Financial Advisor Business (as defined in the Franchise Agreement) and/or of any direct or indirect interest in the Franchise Agreement (including, without limitation, client lists, accounts receivable, client accounts, goodwill, books and records and equity) associated with Borrower’s Independent Financial Advisor Business (both existing and any new business Borrower acquires or gains with Loan proceeds, the “Business”) and (ii) Borrower’s right, title, and interest in any sums received or to be received whether now owing or hereafter arising from any future employer or other party which provides Borrower with any form of compensation or contingent compensation commonly referred to as a forgivable loan, loan, bonus, up-front loan, transitional compensation, transitional loan, recruiting bonus, promissory note amount, or account (as defined in Article 9 of the applicable Uniform Commercial Code (“UCC”) or any other sum or payment of every nature, type or description granted or provided to Borrower or for Borrower’s benefit as a result of accepting employment or other arrangement with such employer or party. The assets described in Sections 4 are referred to collectively herein as the “Collateral”; and
  - B. Borrower agrees to execute one or more financing statements in a form satisfactory to Lender at the request of Lender, including, but not limited to, control agreements as defined in the UCC in such form and containing such terms and conditions as Lender shall require. Without Lender’s written consent, Borrower will not allow any financing statement covering the Collateral, or the proceeds thereof to be on file in any public office. Borrower also authorizes Lender (i) to file all documents, including, without limitation, a UCC financing statement, in such offices or with such parties as Lender deems necessary or appropriate to perfect such security interest, and (ii) to notify such employer or other party of the assignment and security interest granted herein and to require that such employer or other party pay all amounts subject to the assignment and security interest described herein directly to Ameriprise whether or not is in default under the terms of this Agreement. Borrower also agrees to perform any further acts and to sign and deliver to Lender any additional assurances and instruments that Lender may require to more completely vest in and assure to Lender its rights under this Agreement.
5. BORROWER’S REPRESENTATIONS AND WARRANTIES. In order to induce Lender to enter into this Agreement and to make the Loan, Borrower represents and warrants to Lender as follows:
- A. Borrower has all requisite authority and power to operate and own Borrower’s properties, to carry

on Borrower's business as now conducted, to enter into this Agreement and to carry out the transactions contemplated hereby and thereby.

- B. The execution, delivery and performance by Borrower of this Agreement and the consummation of the transactions contemplated hereby and thereby do not and will not (i) violate any provision of any law or any governmental rule or regulation applicable to Borrower or any order, judgment or decree of any court or other governmental authority binding on Borrower, (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any other contractual obligation of Borrower, (iii) result in or require the creation or imposition of any lien upon any of the properties or assets of Borrower (other than any liens created in favor of Lender under this Agreement).
  - C. Borrower has good and marketable title to the Collateral. Except as permitted by this Agreement, the Collateral is free and clear of liens.
  - D. Subject to the terms of the Franchise Agreement, Borrower has the authority to pledge the Collateral pursuant to the terms of this Agreement, and Borrower's title to the Collateral is free and clear of any adverse claims, encumbrances, liens or security interests. Borrower will continue to own the Collateral pledged under this Agreement at all times during the course of this Agreement.
  - E. There are no proceedings (in equity or at law, or before or by any court or other governmental authority) that are pending or, to the knowledge of Borrower, threatened against or affecting Borrower. Borrower is not in violation of any laws applicable to the Business or the Franchise Agreement.
  - F. All federal and all other material tax reports and returns of Borrower required to be filed have been timely filed, and all taxes shown on such tax returns to be due and payable and all material assessments, fees and other governmental charges upon Borrower and Borrower's properties, assets, income, businesses and franchises that are due and payable have been paid when due and payable.
  - G. No part of the proceeds of the Loan will be used for the purpose, directly or indirectly, of buying or carrying any margin stock (within the meaning of Regulation T, U or X).
  - H. No representation or warranty of Borrower contained in this Agreement, or in any other document, certificate or written statement furnished to Lender (including any materials about the Business Need) by or on behalf of Borrower for use in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances in which the same were made.
6. BORROWER'S COVENANTS. Borrower covenants and agrees that, so long as any obligations under this Agreement remain in effect and until [ten (10) years] from the date hereof or as specifically noted below, unless Lender shall otherwise give consent, Borrower shall perform the following covenants:
- A. Performance. In the event any amounts due and payable under this Agreement are more than thirty (30) days past due, Borrower consents to Lender reserving the right to set off and deduct from Borrower's advisor compensation (including deferred compensation) any such amounts and to thereafter continue deducting any subsequent payments against advisor compensation (including deferred compensation), whether current or in arrears.
  - B. Compliance Requirements. Borrower shall comply in all material respects with laws applicable to Borrower, the Franchise Agreement and all Lender's policies and procedures applicable to Borrower, including but not limited to the Lender's Global Code of Conduct. In the event Borrower receives written or oral notice from Lender that Borrower is not in compliance with the requirements of the preceding sentence, then Borrower shall use Borrower's immediate and best efforts to cure such compliance violation and, in the event Borrower has not received a written statement from Lender within thirty (30) days of knowledge or notice to the effect that Lender is satisfied with the Borrower's cure of the violation, it shall be a default as described immediately below and Lender shall have the right to enforce any remedy described herein.
  - C. Restricted Period. Borrower agrees to remain affiliated as a registered representative of Lender and agrees to not terminate the Franchise Agreement for a period of three (3) years from the date hereof.

- D. Documentation. Lender is making a loan under this Agreement based on the documents and information submitted during the application process. Borrower must present Lender with final copies of all requested documents, including any documents related to the Business Need promptly upon request, and notify Lender of any subsequent changes to such documents.
- E. Use of Proceeds. Borrower shall use the proceeds of the Loan solely to fund the Business Need. No portion of the Loan shall be used by Borrower in any manner that might cause the borrowing or the application of such proceeds to violate Regulation U, Regulation T or Regulation X of the Board of Governors of the Federal Reserve System or any other regulation of such Board or to violate the Exchange Act, in each case as in effect on the date or dates of the Loan.
- F. Adverse Liens. Subject to the terms of the Franchise Agreement, Borrower will keep the Collateral free from any adverse lien, security interest, or encumbrance and will not sell, offer to sell, transfer, waste or destroy the Collateral or any part of them. Borrower will not use or permit anyone to use the Collateral in violation of any statute, ordinance, or state or federal regulation or in violation of the Franchise Agreement. Lender may examine and inspect the Collateral at any time, wherever located.
- G. Transfer of Interest. Borrower shall not Transfer (as defined in the Franchise Agreement) any interests in the Independent Financial Advisor Business exceeding [5.00%] (in the aggregate across multiple Transfers) of the total gross dealer concessions generated by Borrower during the 26 service periods immediately preceding the Transfer without the express prior written consent of Lender.
- H. Taxes and Assessments. During the term of the Loan as established by this Agreement, Borrower will promptly pay, when due, all taxes and assessments upon the Collateral or for its use or operation, or upon this Agreement or the Note.
- I. Asset Sales. Except as specifically addressed in Section 6(g) of this Agreement, Borrower shall not convey, sell, lease or sub-lease, transfer or otherwise dispose of, directly or indirectly, in one transaction or a series of transactions, any property or asset of the Business (including client accounts or rights therein) whether now owned or hereafter acquired, without express written consent from Lender.
- J. Confidentiality. At all times from and after the date of this Agreement, Borrower will keep in strict confidence the terms and existence of this Agreement, including without limitation (a) any and all details related to the discussions or negotiations between Borrower and Lender in connection with the transactions contemplated by this Agreement and (b) any of the terms, conditions or other facts with respect to the transactions contemplated by this Agreement. Subject to the following sentence, Borrower understands Borrower may not disclose confidential information to any person without the express written consent of an officer of Lender, even if such person is one of Borrower's employees, independent contractors, agents, consultants or external advisors (collectively, "Representatives"); provided, however, that if disclosure is allowed Borrower shall make Borrower's Representatives aware of the confidential nature of the information and shall be responsible for any breach of the confidentiality obligations set forth in this Section 6(i) by its Representatives; provided further for the avoidance of doubt, that Borrower will not share such information with any other financial advisor of Ameriprise or any employees or independent contractors of such financial advisors. In addition, nothing in this Agreement shall prohibit either party from disclosing such information in connection with an order, decree, subpoena or other validly issued judicial, regulatory or administrative request. Each party agrees that to the fullest extent permitted by applicable law, such party will be entitled to seek injunctive relief from a court or FINRA arbitration should the other party violate this confidentiality provision. Borrower recognizes that Lender's remedies solely at law may be inadequate and difficult and inconvenient to quantify.
7. CONDITIONS TO FUNDING OF LOAN. This Agreement will become effective, and funding of the Loan will occur, subject to prior or concurrent satisfaction of the conditions that Borrower will deliver to Lender executed original copies of this Agreement upon Borrower's request.
8. LENDER'S RIGHT TO PAY TAXES. At its option, Lender may discharge taxes, liens or security interests, or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral, and may pay for the maintenance and preservation of the Collateral. No such payments shall

relieve Borrower's obligations to make payments or perform maintenance, nor shall they constitute a waiver of any default hereunder.

9. DEFAULT. If one or more of the following events ("Events of Default") occurs:

- A. Borrower fails to make a regular monthly payment or fails to pay any fee or other amount due as and when due;
- B. Borrower fails to observe or perform any covenant or agreement contained in this Agreement;
- C. any representation, warranty, certification or statement made by Borrower in this Agreement or in any certificate, financial statement or other document delivered pursuant to this Agreement, including but not limited to those supplied during the application process, was incorrect in any material respect when made or deemed made;
- D. the death or disability of Borrower;
- E. the dissolution, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower, and any such event described in this clause (e) shall continue for sixty (60) days unless dismissed, bonded or discharged; or
- F. the termination of Borrower as an independent advisor of Lender, whether initiated by Borrower or Lender, for whatever reason.

THEN, Borrower will be considered in default of this Agreement and Lender shall be entitled to exercise any or all of the remedies as set forth in Section 10 of this Agreement, as well as any remedies available under the Franchise Agreement or at law or in equity.

10. REMEDIES UPON EVENT OF DEFAULT.

- A. In addition to any other remedies set forth in this Agreement or available to Lender under the Franchise Agreement or through equity or law, in the case of any of the Events of Default specified above, Lender may by notice in writing to the Borrower declare all of Borrower's outstanding principal (together with accrued interest thereon) under the Loan to be due and payable within two (2) days of the notice without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by Borrower.
- B. In the case of an Event of Default arising under Section 9(f) where such termination involves any type of affiliation or registration with any competitor, broker-dealer or investment advisor during the Term, or under Section 9(b) by reason of Borrower's violation of Section 6(c) or Section 11, or under Section 3(d) where such termination involves any type of affiliation or registration with any competitor, broker-dealer or investment advisor during the Term, and occurring on or prior to [Last day of the final month of repayment], in addition to any other remedies set forth in this Agreement or available to Lender under the Franchise Agreement, at law or in equity, and as allowable by law, Borrower shall pay to Lender additional interest on the Loan at a fixed rate of 12% ("Default Interest"). Default Interest shall be calculated as the additional interest Lender would receive, and would have received in the past, if interest had been charged at a fixed rate of 12% and fully amortized from the date hereof through the expiration of the [120-month] Repayment Term (without any offset or reduction for interest already paid). This Default Interest is contemplated by the parties to account for the reduction in value of this Loan as an asset held by Ameriprise and fall within the range of actual damages that the parties could have anticipated would flow from such a default, and the parties acknowledges that such an increase in the interest rate is a common method of recouping the type of loss incurred by a lender upon a borrower's default.
- C. In the case of an Event of Default, to the extent permitted by law, Borrower authorizes Lender to place pend status on, restrict transfers, hold as security, or subject to a lien any property, securities, or funds in which Borrower has a direct or indirect interest that are held in any brokerage, deposit, or other account at Lender or its affiliates, including but not limited to any cash management account (other than deferred compensation as defined in Section 409A of the Internal Revenue Code and any related regulations and guidance, as the same may be amended from time to time) (collectively, the "Accounts"). If Borrower's repayment obligations are not satisfied in full when due, Lender shall be entitled, to the extent permitted by law, to liquidate any of Borrower's Accounts and use the



proceeds to set off any amounts owed. This right to set off and the right in Section 12(f) are cumulative and not exclusive of any rights or remedies provided by law or otherwise.

D. If Borrower fails to make a regular monthly payment when due, Borrower shall pay to Lender an additional late payment fee equal to 2% of the regular monthly payment amount.

11. NON-COMPETITION COVENANTS. In recognition of and in consideration for the Loan Agreement, Borrower covenants that:

A. Borrower shall not, either directly or indirectly, for Borrower's self, or through, on behalf of, or in conjunction with any person or entity, for three (3) years from the date hereof:

- i. establish, engage or operate a business competing with Lender or its affiliates within a 100 mile radius of the current location of Borrower's franchise advisor business;
- ii. encourage, induce, or attempt to encourage or induce any client that Borrower contacted, serviced or learned about while operating under the Franchise Agreement to terminate an agreement with Lender, Lender's affiliates, Issuers, or any other financial advisor of Lender;
- iii. encourage, induce, or attempt to encourage or induce any client that Borrower contacted, serviced or learned about while operating under the Franchise Agreement, to terminate, surrender, redeem, or cancel any action related to products or services acquired or ordered from or through Lender, Lender's affiliates, Issuers, or any other financial advisor of Lender, except as provided in Lender's compliance manuals or with Lender's written approval and consent;
- iv. solicit any clients that Borrower contacted, serviced or learned about while operating under the Franchise Agreement for the purpose of the client opening an account other than a Lender account, purchasing investment, financial, or insurance products or services, purchasing any product or service, the type of which is offered by Lender, or purchasing any investment, financial or insurance products or services other than through Lender; or
- v. encourage, induce, or attempt to encourage or induce or otherwise solicit any person who is at that time employed, associated or affiliated with Lender or its affiliates as an employee, independent contractor or agent to terminate their employment, association or other affiliation with Lender or its affiliates.

B. Borrower will not disparage, during the term of the Franchise Agreement or thereafter, Lender, its affiliates, employees, advisors, or the products and services offered by Lender and its affiliates. For purposes of this Section, an "Issuer" is a company or entity that issues products or services distributed or offered by Lender, Lender's affiliates, or Lender as the agent of another company.

C. Borrower agrees that to the fullest extent permitted by applicable law, Lender will be entitled to injunctive relief from a court or FINRA arbitration should Borrower violate any of the covenants in this Agreement. Borrower recognizes that Lender's remedies solely at law will be inadequate, that Lender will be irreparably harmed by violations of the provisions in this Agreement, and thus that Lender will be entitled to injunctive relief to prevent future violations of the provisions in this Agreement until a full and final resolution of any dispute may be had on the merits. Lender has the right to seek such injunctive relief in a court of competent jurisdiction, which relief shall extend until, and if, a decision on the merits of the same issue is rendered by a FINRA arbitration panel. Such election by Lender to seek judicial relief shall not waive any rights Lender may have to arbitrate disputes arising under this Agreement, including rights to obtain damages from Borrower in arbitration for violations of this Agreement.

D. In addition to any other remedies set forth in this Agreement or available to Lender under the Franchise Agreement or through equity or law, Borrower shall pay Default Interest to Lender pursuant to Section 10(b) if Borrower joins a competing broker dealer as an employee, consultant, or independent contractor, or in any capacity substantially similar to Borrower's current role with Lender in violation of Section 11(a).

12. MISCELLANEOUS.

A. Amendment and Waiver. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Lender.

- B. No Waivers. No failure or delay by the Lender in exercising any right, power or privilege hereunder or under any Note shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- C. Notices. Any demand upon or notice to Borrower that Lender may give shall be effective when addressed and mailed to Borrower's address shown at the beginning of this Agreement or such other address that Borrower may notify Lender of in writing.
- D. Expenses. Borrower agrees to pay Lender all costs incurred in the enforcement of this Agreement, whether or not an action is brought. The costs shall include, but are not limited to, reasonable attorney's fees for collection efforts before commencing any legal proceeding, in arbitration, at trial, and on appeal. If a suit or action is filed, or if arbitration is commenced, the amount of such reasonable attorney's fees shall be fixed by the arbitrator or court(s) in which the matter is tried, heard, or decided, including any petition or appeal thereon.
- E. Indemnification. Borrower shall indemnify the Lender against any transfer taxes, documentary taxes, assessments or charges made by any governmental authority by reason of the execution and delivery of this Agreement or the Note. Borrower agrees to indemnify the Lender and hold the Lender harmless from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel for the Lender in connection with any investigative, administrative or judicial proceeding, whether or not the Lender shall be designated a party thereto) which may be incurred by the Lender relating to or arising out of the use or proposed use of proceeds of the Loan hereunder; provided, that the Lender shall not have the right to be indemnified hereunder for its own gross negligence or willful misconduct as determined by a court of competent jurisdiction and should the Lender agree to settle any such proceeding without the prior written consent of the Borrower the Lender shall not be entitled to be indemnified with respect to such proceeding.
- F. Set-off. Borrower agrees that Lender shall have the right to set-off any amount owed by Borrower under this Agreement against any advisor compensation (including deferred compensation, bonuses or other payments) payable to Borrower by Lender.
- G. Minnesota Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota.
- H. Release. In exchange for the substantial benefits and consideration described in this Agreement as well as benefits and considerations under the Franchise Agreement, Borrower releases and discharges Lender and its related entities and affiliates, as well as respective current and former directors, officers, employees, agents, successors or assigns, as well as all employee benefit plans of Lender, from any and all actions, causes of action, claims, allegations, demands, rights, obligations, liabilities, grievances or charges, whether known or unknown, that Borrower has asserted or could have asserted against Lender based upon any act or omission from the beginning of time to date. In consideration of the provisions of this Agreement, Borrower further agrees to waive any and all rights under laws of any jurisdiction in the United States or any other country that limits a release to claims against Lender, known, or suspected to exist in Borrower's favor as of the date of execution of this Agreement.

#### WASHINGTON

The release does not apply with respect to claims arising under the Washington Franchise Investment Act, RCW 19.100, and the rules adopted thereunder.

- I. FINRA Arbitration. Borrower agrees that any dispute arising between the parties to this Agreement (including but not limited to those arising from an Event of Default) shall be subject to arbitration pursuant to the FINRA Code of Arbitration Procedure for Industry Disputes. To the extent any dispute is arbitrated pursuant to the FINRA Code of Arbitration Procedure for Industry Disputes, Independent Advisor agrees to expedite such arbitration and hearing on this Agreement, the Loan and the Note to the fullest extent possible pursuant to the applicable Code of Arbitration Procedures. In the event of an Event of Default, Borrower hereby irrevocably authorizes and empowers FINRA to enter an award against Borrower on an expedited basis and in favor of Lender, its representatives

and assigns, for which this Agreement, or a true copy hereof, shall be a sufficient warrant, at any time or times after default, and as any term, for the whole or any part of said amounts, with or without declaration, with collection fees and costs of suit, without stay of execution, and with attorney's fees and costs. The authority herein granted to enter the award shall not be exhausted by any exercise thereof, but shall continue from time to time and at all times until full payment of all said amounts. Borrower hereby waives and releases all errors, defects, imperfections, appeals and any stay of execution in any proceedings instituted by Lender under this Agreement. Borrower waives the benefit of any laws or rules of court now or hereafter in effect relating to exemption, appraisal, stay of execution, or other relief from the entry of an award.

- J. Notification and Request to Subsequent Employer. In the event that Borrower becomes employed or affiliated with a subsequent employer, associated firm, broker-dealer or Registered Investment Advisor after an Event of Default or while any amounts are still outstanding on this Loan, Borrower agrees to promptly inform such subsequent employer, associated firm, broker-dealer or registered investment advisor of the outstanding Loan amount due and consents to permit Lender to also inform Borrower's new employer, associated firm, broker-dealer or Registered Investment Advisor of the outstanding debt and Loan. In the case of an Event of Default, Borrower grants to Lender a limited power of attorney to act on Borrower's behalf to make a legally enforceable request to any subsequent employer, associated firm, broker-dealer or registered investment advisor who may provide to Borrower a subsequent bonus or loan for payment of such bonus or loan in full or in part to Lender in amounts sufficient to satisfy any outstanding Loan amounts (including any Default Interest). Borrower also agrees that any subsequent bonus or loan from a subsequent employer, associated firm, broker-dealer or Registered Investment Advisor may be subject to a lien for the discharge of any indebtedness or obligations under this Agreement.
  - K. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts (including in PDF format), each of which shall be an original, and all of which taken together shall constitute a single agreement, with the same effect as if the signatures were upon the same instrument.
  - L. Severability. If any portion of this Agreement is prohibited or held to be unenforceable, then only that portion is void and not the entire Agreement.
  - M. Conflicts. If any term in this Agreement should conflict with any term in the Franchise Agreement between Borrower and Lender, then the terms of the Franchise Agreement shall prevail unless specifically stated otherwise herein.
  - N. Entire Agreement. Subject to the Franchise Agreement, this Agreement embodies the entire Agreement between Lender and Borrower and supersedes all prior agreements and understandings relating to the Loan.
13. TERMINATION OF AGREEMENT. This Agreement shall terminate immediately, except for those terms which by their nature are intended to survive, on [Last day of the final month of repayment] provided Borrower has made full payment of the Loan together with any interest and other costs and fees provided for in this Agreement or in the the Note.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

**Borrower/Independent Advisor, Individually**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Advisor No.: \_\_\_\_\_  
Social Security No.: \_\_\_\_\_

**Ameriprise Financial Services, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## SCHEDULE A: PROMISSORY NOTE

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**EXHIBIT N**  
**FINANCIAL STATEMENTS**

Ameriprise Financial Services, LLC as of and for the  
Years Ended December 31, 2023, 2022 and 2021  
with Reports of Independent Registered Public Accounting Firm

FINANCIAL STATEMENTS AND  
SUPPLEMENTAL INFORMATION

Ameriprise Financial Services, LLC

As of and for the Years Ended December 31, 2023, 2022, and 2021  
With Reports of Independent Registered Public Accounting Firm

Ameriprise Financial Services, LLC  
Financial Statements and Supplemental Information  
Confidential Treatment Requested  
Years ended December 31, 2023, 2022, and 2021

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## **Report of Independent Registered Public Accounting Firm**

To the Board of Directors and Shareholder of Ameriprise Financial Services, LLC

### ***Opinion on the Financial Statements***

We have audited the accompanying Statements of Financial Condition of Ameriprise Financial Services, LLC (the “Company”) as of December 31, 2023, December 31, 2022, and December 31, 2021, and the related Statements of Operations, of Changes in Member’s Equity, of Changes in Liabilities Subordinated to the Claims of General Creditors, and of Cash Flows for the three years in the period ended December 31, 2023, including the related notes (collectively referred to as the “financial statements”). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023, 2022, and 2021 and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023 in conformity with accounting principles generally accepted in the United States of America.

### ***Basis for Opinion***

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits of these financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as, evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### ***Supplemental Information***

The accompanying Computation of Net Capital pursuant to SEA Rule 15c3-1 and Information for Determination of Reserve requirements pursuant to SEA Rule 15c3-3 as of December 31, 2023 (collectively, the “supplemental information”) have been subjected to audit procedures performed in conjunction with the audits of the Company’s financial statements. The supplemental information is the responsibility of the Company’s management. Our audit procedures included determining whether the supplemental information reconciles to the financial statements or the underlying accounting and other records, as applicable, and performing procedures to test the completeness and accuracy of the information presented in the supplemental information. In forming our opinion on the supplemental information, we evaluated whether the supplemental information, including its form and content, is presented in conformity with Rule 17a-5 under the Securities Exchange Act of 1934. In our opinion, the



supplemental information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Price waterhouse Coopers LLP

February 22, 2024

We have served as the Company's auditor since 2010.



March 26, 2024

Ameriprise Financial Services, LLC

We agree to the inclusion in the Franchise Disclosure Document dated March 26, 2024 issued by Ameriprise Financial Services, LLC (“the Franchisor”) of our report dated February 22, 2024 relating to the financial statements of the Franchisor as of December 31, 2023, 2022, and 2021 and for each of the three years in the period then ended.

*Price waterhouse Coopers LLP*

Ameriprise Financial Services, LLC  
 Statements of Financial Condition  
 Confidential Treatment Requested

December 31,  
 (In thousands)

	<b>2023</b>	<b>2022</b>	<b>2021</b>
<b>Assets</b>			
Cash and cash equivalents	\$ 758,554	\$ 676,860	\$ 676,652
Cash segregated under federal and other regulations	31,307	32,477	8,975
Receivables:			
Fees due from affiliates	105,479	96,084	131,081
Financial advisors and employees (net of allowance for credit losses of \$1,305 in 2023, \$700 in 2022, and \$1,118 in 2021)	7,531	2,596	1,169
Distribution fees and other (net of allowance for credit losses of \$2,490 in 2023, \$3,241 in 2022, and \$2,808 in 2021)	77,856	75,573	83,254
Secured demand note receivable from Parent	200,000	200,000	200,000
Goodwill	173,918	173,918	173,918
Intangibles (net of accumulated amortization of \$175,122 in 2023, \$143,265 in 2022, and \$120,501 in 2021)	194,357	72,889	60,406
Prepaid commissions	136,385	130,414	128,454
Other assets	75,606	68,086	55,892
<b>Total assets</b>	<b>\$ 1,760,993</b>	<b>\$ 1,528,897</b>	<b>\$ 1,519,801</b>
<b>Liabilities and Member's Equity</b>			
Liabilities:			
Accounts payable, accrued expenses and unearned revenue:			
Due to affiliates	\$ 149,288	\$ 158,361	\$ 147,999
Field force compensation	264,503	278,360	303,634
Salaries and employee benefits	203,518	167,580	177,030
Unearned revenue	168,280	159,715	157,253
Other liabilities	200,346	144,144	119,041
<b>Total accounts payable, accrued expenses and unearned revenue</b>	<b>985,935</b>	<b>908,160</b>	<b>904,957</b>
Liabilities subordinated to the claims of general creditors	200,000	200,000	200,000
<b>Total Liabilities</b>	<b>1,185,935</b>	<b>1,108,160</b>	<b>1,104,957</b>
Commitments and contingencies (see Note 10)			
Member's equity:	575,058	420,737	414,844
<b>Total liabilities and Member's Equity</b>	<b>\$ 1,760,993</b>	<b>\$ 1,528,897</b>	<b>\$ 1,519,801</b>

*The accompanying notes are an integral part of these financial statements.*

# Ameriprise Financial Services, LLC

## Statements of Operations Confidential Treatment Requested

Years ended December 31,  
(In thousands)

	<b>2023</b>	<b>2022</b>	<b>2021</b>
Revenues:			
Advice services and retail brokerage fees	\$ 5,367,601	\$ 5,175,277	\$ 5,192,777
Distribution fees from affiliates	1,009,158	991,347	1,139,564
Distribution fees from unaffiliated companies	535,136	519,832	555,486
Other income	194,935	174,404	170,141
Investment income (loss), net	22,481	(336)	(8,112)
Total revenues	7,129,311	6,860,524	7,049,856
Expenses:			
Commissions	4,674,853	4,554,058	4,660,853
Service fees charged by Parent and affiliates	483,207	476,542	462,982
Compensation and benefits	475,818	416,903	444,228
Sales training, promotion, travel, and other	405,000	351,885	307,228
Clearing charges from affiliate	94,726	82,607	78,918
Occupancy	49,330	44,461	50,904
Amortization and accretion	31,857	22,974	5,788
Interest expense	199	200	201
Total expenses	6,214,990	5,949,630	6,011,102
Net income	\$ 914,321	\$ 910,894	\$ 1,038,754

*The accompanying notes are an integral part of these financial statements.*

Ameriprise Financial Services, LLC  
 Statements of Changes in Member's Equity  
 Confidential Treatment Requested  
 (In thousands)

	<b>Member's Equity</b>
<b>Balance at January 1, 2021</b>	\$ 426,090
Net income	1,038,753
Dividends paid to Parent	(1,050,000)
<b>Balance at December 31, 2021</b>	\$ 414,843
Net Income	910,894
Dividends paid to Parent	(905,000)
<b>Balance at December 31, 2022</b>	\$ 420,737
Net Income	914,321
Dividends paid to Parent	(760,000)
<b>Balance at December 31, 2023</b>	\$ 575,058

*The accompanying notes are an integral part of these financial statements.*

Ameriprise Financial Services, LLC  
Statements of Changes in Liabilities  
Subordinated to the Claims of General Creditors  
Confidential Treatment Requested  
(In thousands)

Liabilities subordinated to the claims of general creditors at January 1, 2021	\$ 200,000
Payments/Drawdowns	<u>—</u>
Liabilities subordinated to the claims of general creditors at December 31, 2021	<u>\$ 200,000</u>
Payments/Drawdowns	<u>—</u>
Liabilities subordinated to the claims of general creditors at December 31, 2022	<u>\$ 200,000</u>
Payments/Drawdowns	<u>—</u>
Liabilities subordinated to the claims of general creditors at December 31, 2023	<u><u>\$ 200,000</u></u>

*The accompanying notes are an integral part of these financial statements.*

# Ameriprise Financial Services, LLC

## Statements of Cash Flows Confidential Treatment Requested

Years ended December 31,  
(In thousands)

	<b>2023</b>	<b>2022</b>	<b>2021</b>
Cash flows from operating activities			
Net income	\$ 914,321	\$ 910,894	\$ 1,038,754
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization and accretion	31,857	20,974	5,788
Changes in operating assets and liabilities:			
Receivables, net			
Fees due from affiliates	(9,394)	34,996	(13,020)
Distribution fees and other	(2,283)	7,681	(5,415)
Financial advisors and employees	(4,935)	(1,427)	8,316
Prepaid commissions	(5,971)	(1,960)	(11,138)
Other assets	(7,521)	(12,194)	(4,616)
Accounts payable and accrued expenses			
Due to affiliates	(9,073)	10,361	40,282
Field force compensation	(13,857)	(25,274)	20,197
Unearned revenue	8,565	2,462	10,970
Other	79,857	6,802	35,073
Net cash provided by operating activities	981,566	953,315	1,125,191
Cash flows from investing activities:			
Purchases of intangible assets	(141,042)	(24,605)	(15,785)
Net cash used in investing activities	(141,042)	(24,605)	(15,785)
Cash flows from financing activities:			
Dividends paid to parent	(760,000)	(905,000)	(1,050,000)
Net cash used in financing activities	(760,000)	(905,000)	(1,050,000)
Net increase in cash, cash equivalents and segregated cash	80,524	23,710	59,406
Cash, cash equivalents and segregated cash at beginning of year	709,337	685,627	626,221
Cash, cash equivalents and segregated cash at end of year	\$ 789,861	\$ 709,337	\$ 685,627
Supplemental disclosure:			
Interest paid to Parent	200	200	200

*The accompanying notes are an integral part of these financial statements.*



Ameriprise Financial Services, LLC  
Notes to Financial Statements  
Confidential Treatment Requested  
(In thousands, except share amounts)  
December 31, 2023, 2022, and 2021

## 1. Organization, Basis of Presentation, and Summary of Significant Accounting Policies

### Organization

Ameriprise Financial Services, LLC (the Company) is a wholly owned subsidiary of AMPF Holding Corp LLC. AMPF Holding LLC is a wholly owned subsidiary of Ameriprise Financial, Inc. (the Parent). The Company was previously known as Ameriprise Financial Services, Inc., but was converted to a limited liability company effective January 2020. The Company is registered with the Securities and Exchange Commission (SEC) and the various states in which the Company conducts business as an introducing broker-dealer and is a member of the Financial Industry Regulatory Authority, Inc. (FINRA) and the Securities Investor Protection Corporation (SIPC). In addition, the Company is a registered investment adviser with the SEC pursuant to the Investment Advisers Act of 1940. The Company is registered as a Commodity Trading Advisor (CTA) with the U.S. Commodity Futures Trading Commission (CFTC) and is a member of, and the corresponding services function is regulated by, the National Futures Association (NFA). The Company is required to comply with all applicable rules and regulations of the SEC, FINRA, CFTC, NFA and SIPC.

The Company clears most transactions with an affiliate, American Enterprise Investment Services, Inc. (AEIS), which under a clearing agreement charges the Company clearing fees on a per trade basis or based on assets under management. AEIS is primarily dependent on the Company for the introduction of clients and gathering of client assets which generates AEIS's revenues. As a result, the Company charges a distribution access fee based on a fixed contractual amount to provide AEIS ongoing access to the Company's financial advisors, client servicing and product distribution efforts.

The Company offers financial planning and investment advisory services to retail clients for which it charges a fee through an advisor-based distribution channel. These services are designed to provide comprehensive advice, when appropriate, to address clients' cash and liquidity, asset accumulation, income, protection, and estate and wealth transfer needs. To complete their advice services, the Company's financial advisors provide clients with recommendations from more than one hundred products distributed by subsidiaries and affiliates of the Parent, as well as products of approved third parties.

The financial advisors are either non-employee independent contractors operating through a nationwide franchise system, or they may choose to be employees of the Company. Due to differing levels of support provided to advisors operating in these various platforms, advisors are compensated at different percentages of the gross dealer concessions allowed for the various product offerings.

To complement its advisor-based channel, the Company also offers an integrated direct retail distribution channel. Direct distribution services are provided through the Company's online brokerage offering, which allows clients to purchase and sell securities online, obtain research and information about a wide variety of securities, use asset allocation and financial planning tools, contact advisors, as well as access a wide range of proprietary and non-proprietary mutual funds.

### Basis of Presentation

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses. These accounting estimates reflect the best judgment of management and actual amounts could differ significantly from those estimates.

### Significant Accounting Policies

*Revenue Recognition:* Refer to Note 3 for discussion of accounting policies on revenue from contracts with customers.

Investment income, net, primarily includes interest income on cash and cash equivalents, the changes in fair value of trading securities, and realized gains and losses on the sale of securities. Interest income is accrued as earned using the effective interest method, which makes an adjustment to the yield for security premiums and discounts on all performing fixed maturity securities.

Ameriprise Financial Services, LLC  
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*Commissions:* Commission amounts paid to financial advisors are based on fees earned on client accounts, production bonuses, and advisor deferred compensation plan expenses, which are recognized as incurred. The liabilities associated with commission and production bonus expenses are included in the field force compensation line in the statements of financial condition.

*Service fees charged by Parent and affiliates:* Service fees charged by Parent and affiliates are recognized when incurred and are described in the related party transactions. See Note 12.

*Compensation and benefits:* Compensation and benefits represent compensation-related expenses paid to employees. The Company has deferred compensation plans which allow certain employees and financial advisors to defer a portion of their compensation and commissions. Participants can elect various distribution options. Certain plan liabilities are settled with the Parent monthly. For remaining plans, the liability is included in field force compensation and in salaries and employee benefits in the statement of financial condition. See Note 12.

*Share-based compensation:* The Company also participates in the Parent's Incentive Compensation Plan (Incentive Plan) and the Parent's Deferred Equity Program for Independent Financial Advisors (Deferred Equity Program). Employees, directors, and independent contractors are eligible to receive incentive awards including stock options, restricted stock awards, restricted stock units, performance shares and similar awards designed to comply with the applicable federal regulations and laws of various jurisdictions. These expenses are included in the compensation and benefits line in the statements of operations.

*Sales training, promotion, travel, and other:* Fees paid to outside vendors, such as for data processing, account management, licensing, travel, and printing, are generally expensed when incurred. Advertising costs are also included in this line. The Company's policy is to expense advertising production costs at the time the first advertising takes place. The deferral of advertising costs until the first time the advertising takes place is allowed as long as there is the assumption that the advertising will take place. If the advertising is no longer expected to occur, the advertising costs are expensed immediately. Advertising costs amounted to \$17,462, \$19,214, and \$19,587 for 2023, 2022, and 2021 respectively, and are reflected in the sales training, promotion, travel, and other line of the statements of operations.

*Clearing charges to affiliate:* Clearing costs represent fees paid to AEIS for clearing transactions either on a per trade basis or on assets under management. These charges are based on underlying contracts and are recorded as incurred.

*Occupancy:* Occupancy primarily consists of rental expense for office leases as well as property, equipment, and other facility expenses. Rental expense is recognized on a straight-line basis over the term of the contract. See Note 9.

*Income taxes:* In January 2020 the Company converted to a limited liability company and became a disregarded entity for the 2020 tax year. The Company is included in the consolidated tax returns filed by the Parent. However, as a limited liability company that is not subject to tax and considered a disregarded entity for tax purposes, the Company and the Parent have elected to not allocate the consolidated amount of current and deferred tax expenses to the Company. See Note 2.

*Cash and cash equivalents:* The Company has defined cash and cash equivalents to include money market funds, commercial paper, time deposits and other highly liquid investments with original or remaining maturities at the time of purchase of 90 days or less. The Company has evaluated the cash equivalents for credit risk and has determined it is negligible due to the short-term nature of the investment.

*Cash segregated under federal and other regulations:* Pursuant to Rule 15c3-3 Section (k)(2)(i), all cash received from customers is held in segregated accounts established solely for the benefit of customers until it is forwarded to affiliates.

*Allowance for credit losses:* The Company measures credit losses using the current expected credit loss (CECL) method, when applicable. The Company recognizes an allowance for credit losses for financial assets carried at amortized cost to present the net amount expected to be collected. The allowance is based on the credit losses expected to arise over the life of the asset and is adjusted each period for changes in expected lifetime credit losses.

Ameriprise Financial Services, LLC  
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*Receivables from Financial Advisors and employees*

Financial advisors are required to pay for certain support services provided by the Company. The Company reserves for any outstanding receivables from financial advisors that it does not believe are recoverable. The Company also provides loans to advisors for transitional cost assistance and practice operations and determines its allowance based on historical collection experience. The Company sells these loans issued to advisors to an affiliate. See Note 12 for further details. The allowance for credit losses on advisor loans and financial advisor and employee receivables is recorded within compensation and benefits in the Statement of Operations.

*Receivables from Distribution fees and other receivables*

The Company reserves for fees receivable related to marketing support arrangements for sales of mutual funds of other companies based upon management's judgment as to the collectability of these receivables based on historical collection experience. The allowance is recorded in Commissions on the Statement of Operation.

*Other*

The Company also reserves for its unsecured client activity funded by its affiliate, AEIS. The Company has agreed to indemnify AEIS for any losses that it may sustain from the customer accounts introduced by the Company. The Company reserves for these potential losses. The allowance is recorded in Clearing charges from affiliate on the Statement of Operations.

*Goodwill and intangible assets:* Goodwill represents the amount of an acquired company's acquisition cost in excess of the fair value of assets acquired and liabilities assumed. The Company evaluates goodwill for impairment annually on the measurement date of July 1 and whenever events and circumstances indicate that an impairment may have occurred, such as a significant adverse change in the business climate or a decision to sell or dispose of a reporting unit. Impairment is the amount that the carrying value exceeds fair value and is evaluated at the reporting unit level. The Company assesses various qualitative factors to determine whether impairment is likely to have occurred. If impairment were to occur, the Company would use the discounted cash flow method, a variation of the income approach.

Intangible assets generally represent customer and independent contractor relationships and non-compete agreements. Intangible assets are amortized over their estimated useful lives unless they are deemed to have indefinite useful lives. The Company evaluates the definite lived intangible assets remaining useful lives annually and tests for impairment whenever events and circumstances indicate that an impairment may have occurred, such as a significant adverse change in the business climate. For definite lived intangible assets, impairment to fair value is recognized if the carrying amount is not recoverable. Indefinite lived intangibles are also tested for impairment annually or whenever circumstances indicate an impairment may have occurred.

*Prepaid commissions:* Commissions paid by the Company to advisors in connection with the sales of financial plans are deferred until the plan is delivered and the corresponding revenue is recognized. See Note 3.

## **2. Recent Accounting Pronouncements**

### **Adoption of New Accounting Standards**

*Reference Rate Reform – Deferral of the Sunset Date of Topic 848*

In December 2022, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2022-06, *Reference Rate Reform* ("Topic 848"): *Deferral of the Sunset Date of Topic 848*. The guidance in Topic 848 is expected to provide relief during the temporary transition period, so FASB included a sunset provision within Topic 848 based on expectations of when the London Interbank Offered Rate ("LIBOR") would cease being published. To ensure the relief in Topic 848 covers the period during which a significant number of modifications may take place, the ASU defers the sunset date of Topic 848 from December 31, 2022 to December 31, 2024, after which entities will no longer be permitted to apply the relief in Topic 848. The adoption of the standard did not have a material impact on the Company's results of operations and financial condition.

Ameriprise Financial Services, LLC  
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*Financial Instruments – Credit Losses – Troubled Debt Restructurings and Vintage Disclosures*

In March 2022, the Financial Accounting Standards Board (“FASB”) proposed amendments to ASU 2016-13, *Financial Instruments—Credit Losses: Measurement of Credit Losses on Financial Instruments* (“Topic 326”). The update removes the recognition and measurement guidance for Troubled Debt Restructurings (“TDRs”) by creditors in Subtopic 310-40, *Receivables—Troubled Debt Restructurings by Creditors*, and modifies the disclosure requirements for certain loan refinancing and restructuring by creditors when a borrower is experiencing financial difficulty. Rather than applying the recognition and measurement for TDRs, an entity must apply the loan refinancing and restructuring guidance to determine whether a modification results in a new loan or a continuation of an existing loan. The update also requires entities to disclose current-period gross write-offs by year of origination for financing receivables and net investments in leases within the scope of Subtopic 326-20, *Financial Instruments—Credit Losses—Measured at Amortized Cost*. The amendments are to be applied prospectively, but entities may apply a modified retrospective transition for changes to the recognition and measurement of TDRs. For entities that have adopted Topic 326, the amendments are effective for interim and annual periods beginning after December 15, 2022. The Company adopted the standard on January 1, 2023. The adoption of this update did not have a material impact on the Company’s consolidated results of operations and financial condition and modifications to disclosures are immaterial in the current period.

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**3. Revenue from Contracts with Customers**

The following table presents revenue from contracts with customers and a reconciliation to revenues reported on the statements of operations:

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Advice services and retail brokerage fees			
Advisory fees	\$ 4,686,990	\$ 4,525,956	\$ 4,539,289
Financial planning fees	425,743	409,834	385,587
Retail brokerage fees	254,868	239,487	267,901
	<u>5,367,601</u>	<u>5,175,277</u>	<u>5,192,777</u>
Distribution fees from affiliates			
Mutual funds, annuities and insurance, and certificates	534,604	530,753	664,450
Distribution access fees	372,000	365,000	363,000
Distribution support services	96,182	88,807	106,722
Other	6,372	6,787	5,392
	<u>1,009,158</u>	<u>991,347</u>	<u>1,139,564</u>
Distribution fees from unaffiliated companies			
Mutual funds and annuities and insurance	532,290	517,080	552,285
Marketing support fees	2,846	2,752	3,201
	<u>535,136</u>	<u>519,832</u>	<u>555,486</u>
Other income			
Fees from advisors	194,195	179,378	164,305
Other	740	(4,974)	5,836
	<u>194,935</u>	<u>174,404</u>	<u>170,141</u>
Total revenue from contracts with customers	7,106,830	6,860,860	7,057,968
Investment income (loss), net	22,481	(336)	(8,112)
Total revenue	<u>\$ 7,129,311</u>	<u>\$ 6,860,524</u>	<u>\$ 7,049,856</u>

The following discussion describes the nature, timing, and uncertainty of revenues and cash flows arising from the Company's contracts with customers.

**Advice services and brokerage fees**

*Advisory fees*

The Company earns revenue for performing investment advisory services for certain brokerage customer's discretionary and non-discretionary managed accounts. The revenue is earned based on a contractual fixed rate applied, as a percentage, to the market value of assets held in the account. The investment advisory performance obligation is considered a series of distinct services that are substantially the same and are satisfied each day over the contract term. Advisory fees are recognized daily and are charged in advance on a monthly or quarterly basis.

*Financial planning fees*

The Company earns revenue for providing a financial plan to its clients. The revenue earned for each financial plan is either a fixed fee (received monthly, quarterly or as a single payment) or a variable fee (received monthly) based on a contractual fixed rate applied, as a percentage, to assets held in a client's investment advisory services account. The financial planning fee is based on the complexity of a client's financial and life situation and his or her advisor's experience. The performance obligation is satisfied at the time the financial plan is delivered to the customer. The Company records a contract liability for the unearned revenue when cash is received before the plan is delivered. The financial plan contract with clients is an annual contract. Amounts recorded as a contract liability are recognized as revenue when the financial plan is delivered which will occur within the annual period.

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For fixed fee arrangements, revenue is recognized when the financial plan is delivered. The Company accrues revenue for any amounts that have not been received at the time the financial plan is delivered.

For variable fee arrangements, revenue is recognized for cash that has been received when the financial plan is delivered. The amount received after the plan is delivered is variably constrained due to factors outside the Company's control including market volatility and client behavior. Revenue is recognized when it is probable that a significant reversal will not occur, which is generally each month or quarter end as uncertainty within the advisory account balance is resolved.

Contract liabilities for financial planning fees, which are included in unearned revenue in the statements of financial condition, were \$168,151, \$159,575, and \$157,102 as of December 31, 2023, 2022, and 2021, respectively.

The Company pays sales commissions to advisors when a new financial planning contract is obtained or when an existing contract is renewed. The sales commissions paid to the advisors prior to financial plan delivery are considered a cost to obtain a contract with a customer and are initially capitalized. When the performance obligation to deliver the financial plan is satisfied, the commission is recognized as distribution expense. Capitalized costs to obtain these contracts are reported in prepaid commissions in the statements of financial condition and were \$136,385, \$128,527, and \$126,056 as of December 31, 2023, 2022, and 2021, respectively.

*Retail brokerage fees*

The Company earns revenue from brokerage clients for the execution of requested trades. The performance obligation is satisfied at the time of trade execution and amounts are received on the settlement date. The revenue varies for each trade based on various factors that include the type of investment, dollar amount of the trade and how the trade is executed (online or broker assisted). These fees are recorded daily and collected on a weekly basis.

**Distribution fees from affiliates and unaffiliated companies**

*Mutual funds, annuities and insurance, and certificates*

The Company earns distribution fees from an affiliate, Columbia Management Investment Distributors, Inc. (CMID) and from unaffiliated partners for the sale of mutual funds. Revenue includes asset-based fees that are generally based on a contractual rate as a percentage of assets (12b-1 fees) and front-load mutual fund fees on sales of affiliated and unaffiliated mutual funds. The Company also earns distribution fees from insurance company affiliates and from unaffiliated partners for acting as the introducing broker on the sale of affiliated and unaffiliated fixed and variable annuities and insurance products. Finally, the Company earns distribution fees from an affiliate, Ameriprise Certificate Company (ACC), for the sale of face value certificates through its financial advisors. The selling performance obligation of affiliated and unaffiliated mutual funds, annuities, insurance, and certificates is satisfied at the time of each individual sale. A portion of the revenue is based on a fixed rate applied, as a percentage, to amounts invested at the time of sale. The fixed rate is based on the applicable contract governing each type of transaction. The remaining revenue is recognized over the time the client owns the investment or holds the contract and is earned generally based on a fixed rate applied, as a percentage, to the net asset value of the fund, the market value of the investment, or the value of the insurance policy or annuity contract. The ongoing revenue is not recognized at the time of sale because it is variably constrained due to factors outside the Company's control including market volatility and client behavior (such as how long clients hold their investment, insurance policy or annuity contract). These fees are primarily for products sold in prior years. The revenue will not be recognized until it is probable that a significant reversal will not occur. The fees from mutual fund and third-party insurance partners are generally recognized and collected monthly.

*Distribution access fees*

The Company earns revenue for providing an affiliate, AEIS, access to the Company's financial advisors. The Company's advisors will provide ongoing client acquisition and servicing, and product distribution services to AEIS. These performance obligations are considered a series of distinct services that are substantially the same and are satisfied each day over the contract term. These fees are invoiced and collected on a weekly basis.

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*Distribution support services*

The Company earns revenue for performing distribution support services, primarily for insurance company affiliates. Support services the Company performs include retail distribution services, marketing and sales management, and other administrative services necessary to operate a retail distribution network. These performance obligations are considered a series of distinct services that are substantially the same and are satisfied each day over the contract term. The revenue earned from each affiliate is based on a set of factors that consider product complexity and efficiency to the market. These fees are invoiced and collected monthly.

**Other income**

*Fees from advisors*

Fees from advisors include fees charged to franchise advisors for providing various services the advisors need to manage and grow their practices. The primary services include licensing of intellectual property, licensing of software, compliance supervision, insurance coverage, technology services and support, consulting, and other services. The services are either provided by the Company or third party-providers. The Company controls the services provided by third parties as they have the right to direct the third parties to perform the services, are primarily responsible for performing the services and set the prices the advisors are charged. The Company recognizes revenue for the gross amount of the fees received from the advisors. The fees are primarily collected as a reduction of bi-weekly commission payments.

Intellectual property and software licenses along with compliance supervision, insurance coverage, and technology services and support are primarily earned based on a monthly fixed fee. These services are considered a series of distinct services that are substantially the same and are satisfied each day over the contract term. The consulting and other services performance obligations are satisfied as the services are delivered and revenue is earned based upon the level of service requested.

**Receivables**

Receivables for revenue from contracts with customers are recognized when the performance obligation is satisfied, and the Company has an unconditional right to recognize the revenue. Receivables related to revenues from contracts with customers were \$159,203, \$151,213, and \$176,542, as of December 31, 2023, 2022, and 2021, respectively.

**4. Goodwill and Other Intangibles**

Goodwill is not amortized but is instead subject to impairment tests. During the years ended December 31, 2023, 2022, and 2021, the tests did not indicate impairment.

Definite lived intangible assets acquired for the years ended December 31, 2023, 2022, and 2021 representing the acquisition of advisor and customer relationships were \$153,325, \$35,247, and \$18,893, respectively, with a weighted average amortization period of five years. Aggregate amortization expense was \$31,857, \$22,763, and \$18,753, for the years ended December 31, 2023, 2022, and 2021, respectively. For the years ended December 31, 2023, 2022, and 2021, the impairment tests on definite lived intangible assets did not indicate impairment.

On November 6, 2023, the Company and Comerica, Inc. closed an arrangement in which the Company became Comerica's new investment program provider. The Company acquired Comerica customer lists for \$110 million. Definite-lived intangible assets acquired during the year ended December 31, 2023 were \$110 million with a straight-line amortization period of 10 years. The amortization expense for definite-lived intangible assets during the year ended December 31, 2023 was \$1.8 million.

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Definite lived intangible assets consisted of the following:

	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>	<u>Net Carrying Amount</u>
Customer and advisor relationships	\$ 184,228	\$ 134,785	\$ 49,443
Tax referral agreement	10,200	10,200	-
Non-compete agreements	65,051	28,303	36,748
Customer relationship Comerica	110,000	1,834	108,166
December 31, 2023 balance	<u>\$ 369,479</u>	<u>\$ 175,122</u>	<u>\$ 194,357</u>
Customer and advisor relationships	\$ 162,055	\$ 117,334	\$ 44,721
Tax referral agreement	10,200	9,875	325
Non-compete agreements	43,899	16,056	27,843
December 31, 2022 balance	<u>\$ 216,154</u>	<u>\$ 143,265</u>	<u>\$ 72,889</u>
Customer and advisor relationships	\$ 143,516	\$ 102,669	\$ 40,847
Tax referral agreement	10,200	9,386	814
Non-compete agreements	27,191	8,446	18,745
December 31, 2021 balance	<u>\$ 180,907</u>	<u>\$ 120,501</u>	<u>\$ 60,406</u>

The estimated future amortization of definite lived intangibles for years ending December 31 is as follows:

2024	38,842
2025	34,805
2026	30,883
2027	23,226
2028	13,434
Total	<u>\$ 141,190</u>

#### 5. Business Owned Life Insurance

The Company holds cash value life insurance policies as a means of offsetting market fluctuations in certain deferred compensation liabilities. The cash surrender value, which approximates fair value, of this life insurance was \$31,233, \$26,411, and \$32,300, respectively, as of December 31, 2023, 2022, and 2021, and is included in the other assets line in the statements of financial condition. Changes in fair value of our cash value life insurance policies are recorded in the net investment income line in the statements of operations.



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## 6. Secured Demand Note Receivable and Subordinated Liabilities

In December 2014, a subordinated loan agreement in the form of a secured demand note was entered into with the Parent. The interest expense for the subordinated loan agreement for the years ended December 31, 2023, 2022, and 2021 respectively was \$200, \$200, and \$200, and is reflected in the interest expense line in the statements of operations.

The borrowing available under the subordination agreement on December 31, 2023, is as follows:

Secured demand note collateral agreement, 0.10 percent, due December 15, 2024	<u>\$200,000</u>
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The subordinated borrowing with the Parent is available in computing net capital under the SEC's uniform net capital rule. Under the terms of the subordinated loan agreement, to the extent that such borrowings are required for the Company's continued compliance with minimum net capital requirements, the Company is prohibited from making payments on the subordinated note agreement. The Company has the option to renew the current agreement in one-year increments in perpetuity. Pursuant to the agreement, the Parent must notify the Company on or before the day thirteen months preceding the maturity date if they do not intend to extend the maturity date of the agreement. The Company and the Parent have elected to not terminate the agreement for fiscal year 2024.

On December 31, 2023, 2022, and 2021, respectively, the secured demand note was collateralized by securities with an aggregate fair value of \$235,109, \$234,006, and \$218,920. Based on the character and fair value of the securities collateralizing the secured demand note receivable, the entire \$200,000 is available in computing net capital in accordance with the SEC's uniform net capital rule. The securities collateral has been deposited by the Parent in a separate custodial account for the exclusive benefit of the Company. In the event the Company draws on the secured demand note receivable, the maximum payment to the Company in accordance with the terms of the collateral agreement is \$200,000. Effective June 1, 2023, the Company and Lender agreed to amend the subordinated agreement by modifying the interest rate from LIBOR plus 90 basis points to Daily Simple SOFR plus 100 basis points (SOFR + 1.00%) per annum. The subordinated loan agreement and the associated secured demand note agreement entered with the Parent was approved by FINRA prior to the respective effective dates.

## 7. Fair Values of Assets and Liabilities

U.S. GAAP defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date; that is, an exit price. The exit price assumes the asset or liability is not exchanged subject to a forced liquidation or distressed sale.

### Valuation Hierarchy

The Company categorizes its fair value measurements according to a three-level hierarchy. The hierarchy prioritizes the inputs used by the Company's valuation techniques. A level is assigned to each fair value measurement based on the lowest level input that is significant to the fair value measurement in its entirety. The three levels of the fair value hierarchy are defined as follows:

- Level 1 Unadjusted quoted prices for identical assets or liabilities in active markets that are accessible at the measurement date.
- Level 2 Prices or valuations based on observable inputs other than quoted prices in active markets for identical assets and liabilities.
- Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

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**Determination of Fair Value**

The Company uses valuation techniques consistent with the market and income approaches to measure the fair value of its assets and liabilities. The Company's market approach uses prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities. The Company's income approach uses valuation techniques to convert future projected cash flows to a single discounted present value amount. When applying either approach, the Company maximizes the use of observable inputs and minimizes the use of unobservable inputs. The following is a description of the valuation techniques used to measure fair value and the general classification of these instruments pursuant to the fair value hierarchy.

*Cash Equivalents, Other Assets and Liabilities*

When available, the fair value of securities is based on quoted prices in active markets. If quoted prices are not available, fair values are obtained from third party pricing services, non-binding broker quotes, or other model-based valuation techniques. The Company's cash equivalents, consisting of commercial paper and time deposits, are classified as Level 2 and are measured at amortized cost, which approximates fair value because of the short time between the purchase of the instrument and its expected realization. Level 1 other assets consist of common stock and government treasury bills and notes. Level 2 other assets consist of unitary investment trusts (UIT's), municipal bonds and limited market securities. Level 2 liabilities consist of UIT's, non-convertible debt securities, municipal bonds, government securities and agencies and limited market securities. Level 3 contingent consideration liabilities consist of earn outs and/or deferred payments related to the Company's acquisitions. Contingent consideration liabilities are recorded at fair value utilizing a discounted cash flow model using an unobservable input (discount rate). Given the use of a significant unobservable input, the fair value of contingent consideration liabilities is classified as Level 3 within the fair value hierarchy.

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The following table presents balances of assets and liabilities measured at fair value on a recurring basis:

	December 31, 2023			Total
	Level 1	Level 2	Level 3	
<b>Assets</b>				
Cash equivalents				
Commercial paper	\$ -	\$ 708,079	\$ -	\$ 708,079
Time deposits	-	25,000	-	25,000
Government and Agency Securities	-	24,796	-	24,796
Other assets	5	182	-	187
Total assets at fair value	<u>\$ 5</u>	<u>\$ 758,057</u>	<u>\$ -</u>	<u>\$ 758,062</u>
<b>Liabilities</b>				
Contingent consideration liability	\$ -	\$ -	\$ 54,741	54,741
Other liabilities	19	12	-	31
Total liabilities at fair value	<u>\$ 19</u>	<u>\$ 12</u>	<u>\$ 54,741</u>	<u>\$ 54,772</u>
<b>December 31, 2022</b>				
	Level 1	Level 2	Level 3	Total
<b>Assets</b>				
Cash equivalents				
Commercial paper	\$ -	\$ 648,554	\$ -	\$ 648,554
Time deposits	-	25,000	-	25,000
Other assets	469	783	-	1,252
Total assets at fair value	<u>\$ 469</u>	<u>\$ 674,337</u>	<u>\$ -</u>	<u>\$ 674,806</u>
<b>Liabilities</b>				
Contingent consideration liability	\$ -	\$ -	\$ 42,457	42,457
Other liabilities	-	21	-	21
Total liabilities at fair value	<u>\$ -</u>	<u>\$ 21</u>	<u>\$ 42,457</u>	<u>\$ 42,478</u>
<b>December 31, 2021</b>				
	Level 1	Level 2	Level 3	Total
<b>Assets</b>				
Cash equivalents				
Commercial paper	\$ -	\$ 600,854	\$ -	\$ 600,854
Time deposits	-	25,000	-	25,000
Other assets	176	2	-	178
Total assets at fair value	<u>\$ 176</u>	<u>\$ 625,856</u>	<u>\$ -</u>	<u>\$ 626,032</u>
<b>Liabilities</b>				
Contingent consideration liability	\$ -	\$ -	\$ 33,606	\$ 33,606
Other liabilities	6	2	-	8
Total liabilities at fair value	<u>\$ 6</u>	<u>\$ 2</u>	<u>\$ 33,606</u>	<u>\$ 33,614</u>

During the reporting period, there were no material assets or liabilities measured at fair value on a nonrecurring basis. There were no transfers between levels during the periods.

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The following table provides a summary of changes in Level 3 liabilities measured at fair value on a recurring basis:

	Contingent consideration liability
Balance at January 1, 2023	\$ 42,457
Purchases	44,080
Settlements	(31,796)
Balance at December 31, 2023	<u>\$ 54,741</u>
Balance at January 1, 2022	\$ 33,606
Accretion included in earnings	\$ (2,000)
Purchases	11,092
Settlements	(241)
Balance at December 31, 2022	<u>\$ 42,457</u>
Balance at January 1, 2021	\$ 43,463
Accretion included in earnings	1,144
Purchases	11,160
Settlements	(8,053)
Valuation adjustments included in earnings	(14,108)
Balance at December 31, 2021	<u>\$ 33,606</u>

### Fair Value of Financial Instruments

In general, the Company's financial assets and liabilities are carried at fair value or at amounts which, because of their short-term nature and based on market interest rates available to the Company on December 31, 2023, 2022, and 2021, approximate fair value.

Included in receivables from financial advisors and employees on the statements of financial condition are loans receivable from financial advisors. As of December 31, 2023, 2022, and 2021, the carrying value of the loans is \$1,192, \$1,887, and \$2,397 respectively, which approximates fair value. These receivables, not included in the table above, are considered a level 3 fair value.

As of December 31, 2023, 2022, and 2021, the fair value of the secured demand notes receivable and the subordinated liability approximate book value of \$200,000. This receivable and liability, not included in the table above, are both considered level 2 fair value. As of December 31, 2023, the secured demand note collateral consisted of corporate bonds and agency mortgage-backed securities and as such is considered level 2 fair value.

### 8. Net Capital Provision and Regulatory Requirements

As a registered broker dealer, the Company is subject to the SEC's uniform net capital rule (SEA Rule 15c3-1).

The Company computes its net capital requirements under the alternative method provided for in SEA Rule 15c3-1, which requires the Company to maintain net capital equal to 2% of combined aggregate customer-related debit items, as defined or \$250, if greater.

On December 31, 2023, 2022, and 2021, the Company had net capital of \$100,770, \$89,891, and \$102,812 respectively, which was \$100,520, \$89,641, and \$102,562, respectively, more than the amount required to be maintained at those dates. Advances to affiliates, dividend payments, and other equity withdrawals are subject to certain notification and other provisions of the net capital rule of the SEC and other regulatory bodies.

The Company has claimed exemption from SEA Rule 15c3-3 of the SEC under paragraphs (k)(2)(i) and (k)(2)(ii) of that rule.

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**9. Leases**

The Company has a short-term intercompany lease agreement with an affiliate, Ameriprise Holdings, Inc. (AHI). The agreement has a one-year term with no contractual renewal provision and is cancelable by either party with 30 days' notice. No lease asset or liability is recorded on the statements of financial condition. Rent expense was \$39,563, \$37,999, and \$39,180, for the years ended December 31, 2023, 2022, and 2021, respectively, and is reflected in the occupancy line in the statements of operations.

Under the same agreement the Company compensates AHI for use of property, equipment, and similar items that AHI owns or maintains. These expenses were \$50,971, \$53,958, and \$58,686 for 2023, 2022, and 2021, respectively, and are included in the service fees charged by Parent and affiliates line in the statements of operations.

**10. Commitments and Contingencies**

In the normal course of business, the Company may indemnify and guarantee certain service providers against potential losses in connection with their acting as service providers to the Company. The maximum potential amount of future payments the Company could be required to make under these indemnifications cannot be estimated, however, the Company believes that it is unlikely it will have to make material payments under these arrangements and has not recorded a contingent liability in the financial statements for any indemnifications.

The Company has agreed to indemnify an affiliate, AEIS, for any losses that it may sustain from the customer accounts introduced by the Company. The Company reserves for these potential losses. On December 31, 2023, 2022, and 2021, the reserve was \$3,379, \$3,250, and \$3,463, respectively, and is reflected in the other liabilities line in the statements of financial condition. On December 31, 2023, there were no amounts paid to AEIS for these customer accounts.

The Company is involved in the normal course of business in legal, regulatory and arbitration proceedings, including class actions, concerning matters arising in connection with the conduct of its activities as a diversified financial services firm. These include proceedings specific to the Company as well as proceedings generally applicable to business practices in the industries in which it operates. The Company can also be subject to litigation arising out of its general business activities, such as its investments, contracts, leases, and employment relationships. Uncertain economic conditions heightened and sustained volatility in the financial markets and significant financial reform legislation may increase the likelihood that clients and other persons or regulators may present or threaten legal claims or that regulators increase the scope or frequency of examinations of the Company or the financial services industry generally.

As with other financial services firms, the level of regulatory activity and inquiry concerning the Company's businesses remains elevated. From time to time, the Company receives requests for information from, and/or has been subject to examination or claims by, the SEC, FINRA, state insurance and securities regulators, state attorneys general and various other governmental and quasi-governmental authorities on behalf of themselves or clients concerning the Company's business activities and practices, and the practices of the Company's financial advisors. The Company has numerous pending matters which include information requests, exams or inquiries that the Company has received during recent periods regarding certain matters, including: sales and distribution of mutual funds, exchange traded funds, annuities, equity and fixed income securities, real estate investment trusts, insurance products, and financial advice offerings, including managed accounts; supervision of the Company's financial advisors; security of client information; and transaction monitoring systems and controls. The Company has cooperated and will continue to cooperate with the applicable regulators.

In connection with one such matter, the Company has responded to SEC document and information requests regarding the preservation of certain business-related communications sent on electronic messaging platforms that have not been approved by the Company. During 2023, the Company recorded a \$50 million accrual for this matter, which is reflected in the statement of financial condition in other liabilities and in the statement of operations within sales training, promotion, travel, and other. The Company has reached an agreement in principle with the Staff, subject to commission approval, that it believes resolves this matter.

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These legal and regulatory proceedings and disputes are subject to uncertainties and, as such, it is inherently difficult to determine whether any loss is probable or even reasonably possible, or to reasonably estimate the amount of any loss. The Company cannot predict with certainty if, how or when any such proceedings will be initiated or resolved or what the eventual settlement, fine, penalty or other relief, if any, may be, particularly for proceedings that are in their early stages of development or where plaintiffs seek indeterminate damages. Numerous issues may need to be resolved, including through potentially lengthy discovery and determination of important factual matters, and by addressing unsettled legal questions relevant to the proceedings in question, before a loss or range of loss can be reasonably estimated for any proceeding. An adverse outcome in one or more proceeding could eventually result in adverse judgments, settlements, fines, penalties, or other sanctions, in addition to further claims, examinations or adverse publicity that could have a material adverse effect on the Company's financial condition or results of operations.

In accordance with applicable accounting standards, the Company establishes an accrued liability for contingent litigation and regulatory matters when those matters present loss contingencies that are both probable and can be reasonably estimated. In such cases, there still may be an exposure to loss more than any amounts reasonably estimated and accrued. When a loss contingency is not both probable and estimable, the Company does not establish an accrued liability, but continues to monitor, in conjunction with any outside counsel handling a matter, further developments that would make such loss contingency both probable and reasonably estimable. Once the Company establishes an accrued liability with respect to a loss contingency, the Company continues to monitor the matter for further developments that could affect the amount of the accrued liability that has been previously established, and any appropriate adjustments are made each quarter.

#### **11. Income Taxes**

Effective January 1, 2020, the Company adopted guidance simplifying the accounting for income taxes. As a result of the adoption and the Company's conversion to a limited liability company in 2020 which resulted in it becoming a disregarded entity, income taxes expense, income tax receivables and payables, and deferred tax assets and liabilities are no longer recognized in the financial statements for the Company. See Note 1 and 2.

The Company files income tax returns, as part of its inclusion in the consolidated federal income tax return of the Parent, in the U.S. federal jurisdiction and various state jurisdictions. As of December 31, 2023, the federal statutes of limitations are closed on years through 2018. A previously open item for 2014 and 2015 was resolved in the second quarter of 2023. Also in the second quarter of 2023, the IRS audit for tax years 2016 through 2018 was finalized. The IRS is currently auditing the Parent's U.S. income tax returns for 2019 and 2020. The state income tax returns of Ameriprise Financial and its subsidiaries, including the Company, are currently under examination by various jurisdictions for years ranging from 2017 through 2021.

#### **12. Related Party Transactions**

The amounts of revenue earned from affiliates may not be reflective of revenues that could have been earned on similar levels of activity with unrelated third parties. Similarly, the expenses allocated to the Company may not be reflective of expenses that would have been incurred by the Company on a stand-alone basis. Revenues received from affiliates are described in Note 3.

The Company is allocated certain administrative expenses, including technology, client servicing costs, rent, finance, human resources, legal services, insurance premiums and marketing, by the Parent on a prorated basis. These allocated expenses were \$432,242, \$422,567, and \$404,367 for 2023, 2022, and 2021, respectively. These expenses are included in the service fees charged by Parent and affiliates line in the statements of operations.

The Company receives reimbursements in insured losses in connection with errors and omissions expense from an affiliate, Ameriprise Captive Insurance Company (ACIC), acting as administrator of the professional services insurance policy for a third-party insurance carrier, relating to claims filed in current and prior years. The reimbursements received for 2023, 2022, and 2021 were \$7,653, \$8,322, and \$5,137, respectively, and are included in the sales training, promotion, travel, and other line in the statements of operations.

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In the normal course of the business, the Company provides distribution services to entities which may have a direct financial interest in the Parent. Fees earned include 12b-1 distribution fees and marketing support fees. These amounts have been reflected within the corresponding financial statement line item.

Receivables due from affiliates on the statements of financial condition primarily consist of distribution fees of \$62,936, \$60,366, and \$76,687, trading concessions of \$12,883, \$9,843, and \$9,103, marketing support fees of \$6,963, \$6,389, and \$8,471, and an insurance recoverable of \$19,000, \$17,200, and \$22,197 on December 31, 2023, 2022, and 2021, respectively.

Payables due to affiliates on the statements of financial condition primarily consist of administrative expenses of \$94,156, \$97,521, and \$91,736, use of property and equipment maintenance for \$4,554, \$5,633, and \$17,879, cash for affiliated product purchases of \$3,997, \$31,727, and \$8,512 due to various affiliates for investments in products and clearing charges for \$26,308, \$9,714, and \$14,592 on December 31, 2023, 2022, and 2021, respectively.

The Company clears most transactions with AEIS, which charges the Company clearing fees on a per trade basis or on assets under management on a per trade basis. Such clearing charges were \$94,726, \$82,607, and \$78,918 for 2023, 2022, and 2021, respectively. These expenses are included in the clearing charges from affiliate line in the statements of operations.

The Company participates in the Parent's Retirement Plan (the Plan), which covers all permanent employees aged 21 and over who have met certain employment requirements. Effective April 2020, the Parent no longer enrolled employees in the plan. The Plan includes a cash balance formula and a lump sum distribution option. Pension benefit contributions to the Plan are based on participants' age, years of service and total compensation for the year. Funding of retirement costs for the Plan complies with the applicable minimum funding requirements specified by the Employee Retirement Income Security Act (ERISA).

The Company's share of the total net periodic pension cost in 2023, 2022, and 2021, was \$5,903, \$9,276, and \$10,299, respectively, and is reflected in the compensation and benefits line in the statements of operations.

The Company also participates in defined contribution pension plans of the Parent that cover all employees who have met certain employment requirements. The Company's contributions to the plans are a percentage of either each employee's eligible compensation or basic contributions. Costs of these plans charged to operations in 2023, 2022, and 2021, including field employees, were \$28,138, \$28,217, and \$26,621, respectively, and are reflected in the compensation and benefits line in the statements of operations.

The Company originated \$242,870, \$216,045, and \$145,571 of advisor recruitment loans for the years ended December 31, 2023, 2022, and 2021, respectively, all of which were sold to an affiliated, non-broker dealer entity, Ameriprise Advisors Capital, Inc. (AAC) at net book value, which approximates fair value. The amount of loss provision recorded on advisor recruitment loans was \$7,311, \$6,766, and \$8,549 for the years ended December 31, 2023, 2022, and 2021, respectively. A realized loss of \$23,387, \$15,557, and \$9,103 was recognized in the investment income, net line in the statements of operations, for the years ended December 31, 2023, 2022, and 2021, respectively.

Effective October 2011, the Company entered into two separate revolving credit agreements with the Parent, whereby in one, the Company can borrow up to \$100,000 from the Parent and in the second the Parent can borrow up to \$100,000 from the Company. Effective June 1, 2023, the Company and Lender hereby agreed to amend the agreements by modifying the interest rate from LIBOR plus 90 basis points to Daily Simple SOFR plus 100 basis points (SOFR + 1.00%) per annum. As of December 31, 2023 there were no draws on these lines of credit.

The Agreement shall remain in effect until the expiration date (October 19<sup>th</sup> of each year), which shall be automatically extended without amendment of the Agreement for one year, or any date annually thereafter. Either party may terminate this Agreement prior to the expiration date by providing written notice to the other party at least thirty (30) days prior to the expiration date. The agreement was in place for all of 2023 and was renewed for 2024.

Ameriprise Financial Services, LLC  
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Effective December 2014, the Company and the Parent entered a secured demand note collateral and subordinated loan agreement for \$200,000 at a stated interest rate of 0.10% due to mature on December 15, 2023, with the option to renew in one-year increments in perpetuity. The secured demand note collateral and subordinated loan agreement was renewed for 2024.

The Company paid dividends to the parent of \$760,000, \$905,000, and \$1,050,000 in 2023, 2022, and 2021, respectively.

**Share-Based Compensation**

The Company's employees and advisors participate in various share-based compensation plans offered by its Parent.

**Incentive Compensation Plans**

The Parent's Incentive Compensation Plan primarily grants restricted stock awards and stock units that generally vest ratably over three to four years to the Company's employees. Vesting of restricted awards and units may be accelerated based on age and length of service. Compensation expense for restricted stock awards is based on the market price of the Parent's stock on the date of grant and is amortized on a straight-line basis over the vesting period. Quarterly dividends are paid on restricted stock and stock units during the vesting period and are not subject to forfeiture. A summary of the Company's restricted stock award and stock unit activity is presented below:

	2023	
	Shares	Weighted Average Grant-date Fair Value per share
Non-vested shares at January 1	47,000	\$231.89
Granted	24,000	\$344.06
Vested	(33,000)	\$238.00
Forfeited	(1,000)	\$290.19
Non-vested shares at December 31	<u>37,000</u>	\$298.73
	2022	
	Shares	Weighted Average Grant-date Fair Value per share
Non-vested shares at January 1	70,000	\$171.73
Granted	26,000	\$298.09
Vested	(47,000)	\$183.67
Forfeited	(2,000)	\$223.29
Non-vested shares at December 31	<u>47,000</u>	\$226.32
	2021	
	Shares	Weighted Average Grant-date Fair Value per share
Non-vested shares at January 1	78,000	\$153.86
Granted	44,000	\$200.27
Vested	(48,000)	\$163.30
Forfeited	(4,000)	\$168.30
Non-vested shares at December 31	<u>70,000</u>	\$175.46



Ameriprise Financial Services, LLC  
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The fair value of restricted stock awards and stock units vested during the years ended December 31, 2023, 2022, and 2021 was \$11,528, \$12,060, and \$9,592, respectively. For the years ended December 31, 2023, 2022, and 2021, expense related to restricted stock and stock unit awards was \$7,715, \$7,878, and \$7,597, respectively, and is reflected in the compensation and benefits line in the statements of operations.

**Franchise Advisor Deferred Compensation Plan**

The Franchise Advisor Deferred Compensation Plan (the “AFG Deferral Plan”) is an unfunded, non-qualified deferred compensation plan that provides benefits to certain advisors associated with the Company.

The AFG Deferral Plan allows qualifying advisors to, in lieu of otherwise receiving cash compensation, voluntarily defer a portion of their cash commissions and elect crediting rate alternatives that includes a fund based on Ameriprise Financial stock or other investment options (including cash). These deferrals are fully vested and are not subject to forfeitures. From 2006-2010, the Company provided advisors with a matching contribution with respect to these voluntary deferred amounts; however, the Company has chosen not to provide a match since that time. Out of the shares outstanding under the AFG Deferral Plan, there are approximately 113,000 shares of the Parent outstanding under this prior matching contribution aspect.

In addition to the voluntary deferral of cash commissions, certain advisors are eligible to earn amounts tied to certain performance measures that vest ratably over three or four years. When earned, award amounts are credited to their deferral account and receive a crediting rate based on an investment in Ameriprise Financial stock, advisors elect whether to receive payout of these awards in cash or stock. Share units receive dividend equivalents, as dividends are declared by the Parent’s Board of Directors, until distribution and are subject to forfeiture until vested.

For the years ended December 31, 2023, 2022, and 2021, expense related to share-based units awarded under the Franchise Advisor Deferral Plan was \$33,148, \$33,865, and \$33,642, respectively, and is reflected in the commissions line in the statements of operations. These expenses are settled with the Parent and no liability remains on the Company's statement of financial condition.

As of December 31, 2023, there were approximately 1,703,000 shares outstanding under the Franchise Advisor Deferral Plan.

Pursuant to an assignment agreement executed with the Parent, the Company expensed and transferred all monthly franchise advisor deferred compensation mutual fund liabilities to the Parent for \$102,360, \$120,831, and \$122,095, in 2023, 2022, and 2021, respectively.

**Advisor Group Deferred Compensation Plan**

The Parent’s Advisor Group Deferral Plan, which was created in April 2009, allows for employee advisors to receive share-based bonus awards which are subject to future service requirements and forfeitures. The Advisor Group Deferral Plan is an unfunded non-qualified deferred compensation plan under section 409A of the Internal Revenue Code. The Advisor Group Deferral Plan also gives qualifying employee advisors the choice to defer a portion of their base salary or commissions. This deferral can be in the form of share-based awards or other investment options. Deferrals are not subject to future service requirements or forfeitures. Awards granted under the Advisor Group Deferral Plan may be settled in cash and/or shares of the Parent's common stock according to the award's terms. For the years ended December 31, 2023, 2022, and 2021, expense related to share-based units awarded under the Advisor Group Deferral Plan was \$49,599, \$47,519, and \$34,248, respectively. These expenses are settled with the Parent and no liability remains on the Company's statement of financial condition.

As of December 31, 2023, there were approximately 1,103,000 shares outstanding under the Advisor Group Deferral Plan, of which 221,000 were fully vested.

Ameriprise Financial Services, LLC  
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The total unamortized compensation expense to be recognized for all the share-based plans for the years ended December 31, 2023, 2022, and 2021 was \$124,624, \$121,815, and \$99,895, respectively, and is reflected in the commissions line in the statements of operations.

**13. Subsequent Events**

As of February 22, 2024, which is the date the financial statements were available to be issued, the Company has evaluated events or transactions that may have occurred after the statement of financial condition date for potential recognition or disclosure. On February 14, 2024 a dividend of \$20,000 was paid to AMPF Holding, LLC. No other events or transactions require recognition or disclosure.

# EXHIBIT O

Ameriprise Financial Services, LLC, 960 Ameriprise Financial Center, Minneapolis, MN 55474

## Death and Disability Plan



Transferring Advisor ID



- The Death and Disability Plan is used to document the intended acquiring advisor(s) of the client groups for which the franchise advisor is the Primary Advisor in the event of the franchise advisor's death or disability; after submission, this form will be kept on file in the corporate office.
- Once this form is submitted and processed, this Death and Disability Plan will nullify and supersede any previous plan on file. The Transferring Advisor is responsible for informing all previous acquiring advisor(s) that they are no longer the current successor(s).
- In addition to this Death and Disability Plan, franchise advisors should develop a formal buy/sell agreement between themselves and their successor(s); the buy/sell agreement should be maintained within the advisor's personal records.
- For assistance, information, policy and resources refer to Advisor Compass (Home > Resources > Practice Management) or send an email to [teampractices@ampf.com](mailto:teampractices@ampf.com).

### Advisor Information

Transferring Advisor Name

Transferring Advisor ID

Acquiring Advisor Name

Acquiring Advisor ID

### Release of Claims

Release of Transferring Advisor. In consideration of Ameriprise Financial's consent to the transfer of interest granted under the Ameriprise Financial Services, LLC ("Ameriprise Financial") Independent Advisor Business Franchise Agreement ("Franchise Agreement") contemplated herein ("Succession Plan"), Transferring Advisor hereby releases all claims or rights, whether known or unknown, he/she has or may have now to relief of any kind from Ameriprise Financial Services, LLC and any company affiliated with or related to Ameriprise Financial in the past or present, Ameriprise Financial's past or present officers, directors, employees and any person who acted on behalf of Ameriprise Financial or on instructions from Ameriprise Financial, arising from or relating to the negotiation, execution, implementation or performance by Transferring Advisor of any obligation under this Succession Plan.

In further consideration of Ameriprise Financial's consent to this Succession Plan, Transferring Advisor releases all claims or rights, whether known or unknown, he/she has or may have now to any relief of any kind from Ameriprise Financial, arising from or relating to Transferring Advisor's affiliation with Ameriprise Financial as a franchisee/independent contractor and the termination of Transferring Advisor's Franchise Agreement, including, but not limited to, claims for: breach of contract; breach of fiduciary duty; breach of the covenant of good faith and fair dealing; defamation; fraud or misrepresentation; intentional or negligent infliction of emotional distress; negligence; promissory estoppel; and state franchise laws. In addition, although Transferring Advisor acknowledges that he/she is a franchisee and independent contractor, and no employer-employee relationship exists between Ameriprise Financial and Transferring Advisor, this Release of Claims includes any alleged violation of the Age Discrimination in Employment Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964 or any other federal, state or local civil rights or common laws.

Transferring Advisor's Right to Review and Revoke Release of Claims. Transferring Advisor acknowledges that he/she has had a period of no less than twenty-one (21) calendar days to review and consider this Release of Claims before signing it. Transferring Advisor may rescind this Release of Claims by providing written notice to Ameriprise Financial via email within seven (7) calendar days from the date this Release of Claims is received by Ameriprise Financial. To be effective, such notice of rescission must be emailed to [teampractices@ampf.com](mailto:teampractices@ampf.com).

Release of Acquiring Advisor. In consideration of Ameriprise Financial's consent to the client transfer, Acquiring Advisor hereby releases all claims or rights, whether known or unknown, he/she has or may have now to relief of any kind from Ameriprise Financial, arising from or relating to the negotiation, execution, implementation or performance by Transferring Advisor of any obligation related to this Succession Plan.

Notwithstanding any of the foregoing, this Release of Claims shall become effective only upon the transfer of all or part of Transferring Advisor's Independent Financial Advisor Business to Acquiring Advisor pursuant to this Succession Plan. Nothing in this Release of Claims shall constitute a release of any claim that Acquiring Advisor has or may have against Transferring Advisor or Transferring Advisor has or may have against Acquiring Advisor arising out of or relating to this Succession Plan.

The Release of Claims does not apply with respect to claims arising under the Washington Franchise Investment Act, RCW 19.100, and the rules adopted thereunder.

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All rights reserved.

# EXHIBIT O

## Acknowledgments and Authorization

Transferring Advisor authorizes Ameriprise Financial to reassign all of Transferring Advisor's clients for which he/she is the Primary Advisor to Acquiring Advisor(s) in the event of Transferring Advisor's death or disability.

Transferring Advisor and Acquiring Advisor(s) each acknowledge and agree that he/she:

- Has independently entered into this Succession Plan.
- Has conducted any due diligence or investigation he/she deems appropriate.
- Has made an independent assessment of this Succession Plan.
- Has not relied upon any action or representation by Ameriprise Financial in deciding to enter into this Succession Plan.

Acquiring Advisor acknowledges that any relief from the Franchise Agreement's restrictive covenants contained in Addendum 3 (R, T or V) shall not be effective for a period of three (3) years for clients acquired pursuant to this Succession Plan. In other words, **clients acquired under this Succession Plan will be subject to the one (1) year non-solicitation provision found in Franchise Agreement Section 19 for a period of three (3) years following the transfer of clients.**

Acquiring Advisor acknowledges and agrees that Ameriprise Financial has the right to deduct any debt owed to it or outstanding monetary obligations of Transferring Advisor from any compensation paid by Ameriprise Financial to Acquiring Advisor. Transferring Advisor acknowledges and agrees that he/she shall remain liable for all obligations to Ameriprise Financial in connection with the Franchise Agreement. Transferring Advisor further acknowledges and agrees that Acquiring Advisor may offset the sale price, if any, in an amount equal to any debt owed to Ameriprise Financial or monetary obligations by Transferring Advisor that is paid to Ameriprise Financial by the Acquiring Advisor on behalf of the Transferring Advisor.

Transferring Advisor represents that, within ninety (90) days following the client transfer, he/she does not intend to leave Ameriprise Financial and either attempt to solicit or provide financial services or products to the transitioned clients.

Transferring Advisor and Acquiring Advisor acknowledge and agree that Ameriprise Financial's consent is conditioned on the client transfer being in good faith. If within ninety (90) days Ameriprise Financial determines that the client transfer is not in good faith, Ameriprise Financial's consent may be revoked.

Transferring Advisor and Acquiring Advisor each acknowledge and agree that Ameriprise Financial is not a party to any agreement associated with this Succession Plan, and that Ameriprise Financial's consent to this Succession Plan pursuant to the Franchise Agreement, does not constitute an adoption or approval of any agreement associated with the Succession Plan, even if such an agreement is requested by Ameriprise Financial for consent, consideration or otherwise. Both the Transferring Advisor and Acquiring Advisor acknowledge and agree that any agreement associated with the Succession Plan is in compliance with the acceptable/unacceptable conditions, provisions and requirements outlined in the Succession Planning and Internal Practice Acquisition Manual.

Transferring Advisor and Acquiring Advisor agree to will treat the terms of this Succession Plan, including the Release of Claims, as strictly confidential, except that each may disclose its terms to their attorney, spouse and tax adviser who shall be advised of the confidential nature of this Succession Plan.

Prior to processing the client transfer request, the corporate office will determine if Transferring Advisor and Acquiring Advisor meet all eligibility requirements. The processing of this form will constitute Ameriprise Financial's consent to the client transfer.

## Required Signatures

Transferring Advisor Name <input type="text"/>	Transferring Advisor ID <input type="text"/>
Transferring Advisor Signature <b>X</b> _____	Date (MM/DD/YYYY) <input type="text"/>
Acquiring Advisor Name <input type="text"/>	Acquiring Advisor ID <input type="text"/>
Acquiring Advisor Signature <b>X</b> _____	Date (MM/DD/YYYY) <input type="text"/>

# EXHIBIT O

Additional Acquiring Advisor Name	Additional Acquiring Advisor ID
Additional Acquiring Advisor Signature	Date (MM/DD/YYYY)
<b>X</b>	
The FFVP/RVP signature line shall intentionally remain blank until a triggering event occurs, such as the advisor's death or disability. The corporate office will obtain the signature when it is needed.	
Transferring Advisor's FFVP/RVP Name	Date (MM/DD/YYYY)
Transferring Advisor's FFVP/RVP Consent:	
<b>X</b>	

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## STATE EFFECTIVE DATES

The following states have franchise laws that require that the franchise disclosure document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	December 21, 2023
Hawaii	Pending
Illinois	March 26, 2024
Indiana	March 26, 2024
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	March 26, 2024
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	March 26, 2024

Other states may require registration, filing or exemption from registration of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**ITEM 23  
RECEIPT**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Ameriprise Financial offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or fourteen (14) calendar days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires that we give you this disclosure document at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Ameriprise Financial does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed in EXHIBIT E.

The franchisor is Ameriprise Financial Services, LLC, located at 200 Ameriprise Financial Center, Minneapolis, Minnesota 55474. Its telephone number is (612) 671-3131.

Issuance date: March 26, 2024

The name, principal business address and telephone number of the franchise seller offering the franchise is Manish P. Dave, 1050 Ameriprise Financial Center, Minneapolis, Minnesota 55474, (612) 671-0932, or is written below, or will be provided to you separately before you sign the franchise agreement:

-----  
Ameriprise Financial authorizes the agents listed in Exhibit E to receive service of process for it.

I have received a Franchise Disclosure Document, dated March 26, 2024, that includes the following Exhibits:

- A. Independent Advisor Business Franchise Agreement (including Addendum 1 (Supervision Agreement), Addendum 2 (Registered Principal Agreement), Addendum 3-T (Employee to Franchise Transitions), Addendum 3-V (Veteran Advisor Recruits), Addendum 4 (Associate Financial Advisor), Addendum 5 (Franchise Consultant Services) and Addendum 6 (Fee Waiver))
- B. State Addenda
- C. List of Affiliates
- D. Confidentiality Agreement
- E. State Administrators and Agents for Service of Process
- F. Independent Advisor Compliance Certification
- G. Franchise Consulting Services Agreement
- H. Promissory Note
- I. *AdvisorCompass*® Software License User's Agreement
- J. List of Independent Advisor Locations
- K. Independent Advisors that Have Left the System
- L. GDC Calculation Examples
- M. Loan and Security Agreement
- N. Financial Statements
- O. Death and Disability Plan (including General Release)

**Independent Advisor**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Advisor Number: \_\_\_\_\_

Title: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

\*Please sign and date this receipt (with the date you received the disclosure document) and return to your Ameriprise franchise seller via personal delivery, by mail or as otherwise instructed in the communication you received with this disclosure document. If you did not receive instructions on how to return this receipt, please mail to: Team Practices & Operations, 960 Ameriprise Financial Center, Minneapolis, Minnesota 55474.



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If Ameriprise Financial does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed in EXHIBIT E.

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- K. Independent Advisors that Have Left the System
- L. GDC Calculation Examples
- M. Loan and Security Agreement
- N. Financial Statements
- O. Death and Disability Plan (including General Release)

**Independent Advisor**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Advisor Number: \_\_\_\_\_

Title: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

**\*KEEP THIS COPY FOR YOUR RECORDS\***

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# NOTES:

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