

AGREEMENT

The parties to this Grant Agreement ("Agreement") are the American Brain Foundation ("ABF"), located at 201 Chicago Avenue, Minneapolis, MN 55415 and the McKnight Brain Research Foundation ("Donor" or "MBRF"), located at c/o SunTrust Bank, Inc., 333 S. Garland Ave., Orlando, FL 32801.

Donor, a Florida Section 501(c)(3) private foundation, hereby makes a grant to the ABF to fund ten (10) McKnight Clinical Translational Research Scholarships in Cognitive Aging and Age-Related Memory Loss (each, a "CTRS").

ABF, a Minnesota nonprofit Section 501(c)(3) public charity, accepts Donor's grant for the purpose and subject to the restrictions specified in this Agreement.

Therefore, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purpose. Donor hereby grants \$1.65 million to ABF to be used to fund ten (10) CTRS's in Cognitive Aging and Age-Related Memory Loss for the selected recipients ("Recipient"), to be funded by the Donor, and which will be further provided to the American Academy of Neurology Institute ("AANI"), a Minnesota nonprofit Section 501(c)(3) public charity, pursuant to an agreement between ABF and AANI (the "AANI Grant Agreement"), and further provided to each Recipient pursuant to agreements between AANI and each Recipient ("Recipient Agreement"). References herein to Purpose shall be to the funding of the ten (10) CTRS's. (See attached AANI Grant Agreement template, EXHIBIT II).

The ABF agrees to use all of the Grant and income earned on the Grant, if any, only for the purposes and in the manner permitted in this Agreement. Specifically, the Grant shall be used to fund and administer each CTRS and not for any other purpose.

2. Name. The name of each CTRS will be the "McKnight Clinical Translational Research Scholarship in Cognitive Aging and Age-Related Memory Loss," funded by the McKnight Brain Research Foundation through the American Brain Foundation, and the American Academy of Neurology, unless otherwise mutually designated by MBRF and ABF.

3. Timing and Number of CTRS. ABF will award ten (10) CTRS as follows:

- 2023 – 2 CTRS awards
- 2024 – 2 CTRS awards
- 2025 – 2 CTRS awards
- 2026 – 2 CTRS awards
- 2027 – 2 CTRS awards

Each CTRS will be for \$150,000 and will be paid over a two (2) year period. ABF will be paid \$15,000 for each CTRS for administering the CTRS program. The total payment for each CTRS will be \$165,000.

Exhibit I is the schedule of CTRS payments to recipients. ABF may change the exact dates of payments for administrative convenience or any other reason it deems appropriate.

4. Funding. The aggregate amount of the Grant is \$1.65 million. Grant payments will be made to ABF fifteen (15) days prior to the date ABF is required to fund each CTRS and in the amount of each CTRS payment as set forth in Exhibit I. For the avoidance of doubt, the first payment will be \$93,500 and will be paid no later than June 15, 2023. In the event that all of the grant or any portion thereof is not used for a CTRS in the forecast, the Donor and the ABF may mutually agree to supporting an additional CTRS in the following year. However, the Donor has the option of having the excess to be returned.

5. Selection of Recipients. Herein a CTRS awardee is referred to as a Recipient.

a. ABF Obligations.

The ABF will assure:

- (i) promotion of the availability of the CTRS, and Request for Applications,
- (ii) compilation of a list of qualified recipients via peer-reviewed competition,
- (iii) distribution of funds to the Recipients' institutions, and
- (iv) collection of annual progress reports and expenditure reports as set out in this Agreement.

b. Recipient Selection.

Recipient selection for the CTRS will be conducted as follows:

- (i) The Research Program Subcommittee ("Subcommittee") of the AAN Science Committee will create a review group for the MBRF-funded CTRS awards.
- (ii) Donor may designate up to three (3) MBRF Donor Trustee physicians, selected by Donor, to serve as reviewers of the applicants for each MBRF-funded CTRS.
- (iii) All of the applications for the MBRF-funded CTRS's will be made available for review by all of the selection committee members.
- (iv) Each application will be reviewed by three reviewers.
- (v) The Chair of the Research Program Subcommittee will be a member of the review group for the MBRF-funded CTRS's.
- (vi) The Subcommittee and ad hoc reviewers will identify the top applications in rank order that merit funding and will identify the recommended recipients of the CTRS's.

(vii) The recommendations will then be sent to the Science Committee for final approval.

6. Reports and Monitoring. ABF will provide to Donor, for information purposes only, interim and final research progress and financial reports for each Recipient.

The Research Program Subcommittee will oversee each recipient's performance of the MBRF-funded CTRS for the duration of each of the CTRS period and provide reports to the ABF which then will be provided to the Donor.

Reports will be provided to the Donor by:

2023 Award

- June 1, 2024 interim report
- October 1, 2025, final report

2024 Award

- June 1, 2025 interim report
- October 1, 2026, final report

2025 Award

- June 1, 2026 interim report
- October 1, 2027, final report

2026 Award

- June 1, 2027 interim report
- October 1, 2028, final report

2027 Award

- June 1, 2028 interim report
- October 1, 2029, final report

7. Publications. ABF will provide Donor with the opportunity to review the Request for Applications before it is publicized to potential Recipients. Donor and ABF agree that any public announcements regarding the Grant, the Request for Applications, the CTRS or anything else related to this Agreement will be done in collaboration between ABF and Donor prior to its being released.

8. Term of Agreement; Termination for Material Breach. This Agreement goes into effect on the date of the third and last signature below. In the event of a material breach of this Agreement by either party, which such breach is not cured within 60 days of receipt of written notice of the breach, the non-breaching party may terminate this Agreement by written notice to the breaching

party, effective upon receipt, in which case no further funding will be made under this Agreement and unused funds, if any, will be returned to Donor.

9. Research Products. The Recipients may develop inventions, products, publications, processes, know-how, formulae, and the like, from the research funded by the Grant, whether or not capable of protection under copyright, trade secret or patent protections (the "Research Products"), Donor and ABF will have no rights in or to the Research Products that are conceived or reduced to practice in the performance of each CTRS, regardless of whether the invention is patented or copyrighted. To the extent reasonably practicable, ABF shall cause print and scientific publications and presentations generated from the CTRS to acknowledge the support of the Donor. A copy of any such material shall be sent to Donor.

10. Licensure of Names and Marks. Solely for the purpose of performing their obligations under this Agreement and for acknowledging each party's support for each CTRS, Donor and ABF grant to each other, and to the American Academy of Neurology Institute, the non-exclusive revocable right and license to reproduce, store, display, distribute and transmit the names and marks of the American Brain Foundation and the McKnight Brain Research Foundation, in each case as approved by the applicable party, on and in connection with each CTRS. Such use will only be in accordance with all of the terms and conditions of this Agreement, and not for any other purposes without the express written permission of each party.

11. Physician Payments Sunshine Act. The Physician Payments Sunshine Act ("PPSA") requires applicable pharmaceutical and device manufacturers ("Manufacturer") to report to the Centers for Medicare and Medicaid Services ("CMS") certain payments or transfers of value made to physicians or teaching hospitals, including payments made through third parties. If either party's support of any of the CTRS's is funded in whole or in part from a payment or transfer of value from a Manufacturer, the Manufacturer may be required under the PPSA to report the funding to the Recipients to CMS. If a party's support of any of the CTRS's is funded in whole or in part from a payment or transfer of value from a Manufacturer, such party will notify the other party and may notify potential Recipients of this fact.

12. Liability. Donor is not responsible for any claim, judgment, award, damages, settlement, negligence or malpractice arising from the funded CTRS.

13. Relationship of the Parties. The relationship of ABF and Donor does not constitute a partnership, joint venture, or any other type of business organization. Neither party shall have any authority to act on behalf of or obligate the other party.

14. Confidentiality. Neither party will disclose or use any information belonging to the other which a reasonable person would consider confidential or which is marked as confidential, which it acquires, is provided, or becomes privy to in connection with this Agreement, unless such disclosure or use is made (a) to agents or employees who need to know the information in order to carry out the purposes of this Agreement; (b) to a third party with the express written permission of the party to whom the information belongs; or (c) under compulsion of law (but each party will notify the other in writing prior to responding to any legal demand for the other's information). Information will not be deemed confidential if it is (v) otherwise publicly available or readily ascertainable at the time of disclosure; (w) received from a third party without any obligation of

confidentiality to the disclosing party; (x) known to the receiving party prior to its receipt from the disclosing party; (y) independently developed by the receiving party; or (z) generally made available to third parties by the disclosing party without restriction on disclosure.

15. General Provisions

- a. **Governing Law.** This Agreement and the rights and obligations of the parties hereunder will be governed by the laws of the State of Minnesota, except that no Minnesota conflicts of law or choice of law provision will apply to this Agreement. The exclusive forums for actions between the parties in connection with this Agreement are the State District Courts in Minnesota or the United States Court for the District of Minnesota. Each party agrees unconditionally that it is personally subject to the jurisdiction of such courts. This Agreement is made and performed in the State of Minnesota.
- b. **Amendments.** This Agreement will not be amended or modified except by a writing signed by both parties and identified as an amendment to this Agreement.
- c. **Assignment.** No party will assign this Agreement or its obligations, duties and liabilities without the prior written consent of the other party.
- d. **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns.
- e. **Waiver.** The failure of either party to complain of any default by the other party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a waiver of the party's rights under this Agreement. The waiver by either party of any breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach of the same or any other provision. No part of this Agreement will be waived except by the further written agreement of the parties.
- f. **Entire Agreement.** This Agreement constitutes the entire Agreement among the parties with respect to this subject matter, and there are no representations, understandings, or agreements that are not fully expressed herein. No amendment, change, waiver, or discharge will be valid unless in writing and signed by both parties.
- g. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect as if the invalid or unenforceable provision had never been a part of the Agreement.
- h. **Notices.** Notices hereunder shall be given to the parties set forth below and shall be made by hand delivery, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. mail, postage prepaid, within the time limit. For the purpose of calculating time limits which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice. Any deadline which

falls on a Saturday, Sunday or legal public holiday, shall be extended to the next business day. Notices shall be addressed as follows, or to such other address as is designated in writing by the ABF or Donor.

If to the American Brain Foundation:

201 Chicago Avenue
Minneapolis, Minnesota 55415
Attn: Executive Director
Facsimile: 612-677-3244
Phone: 612-928-6317

If to Donor:

c/o SunTrust Bank, Inc.,
333 S. Garland Avenue,
Orlando, FL 32801
Attention: Melanie A. Cianciotto, First Vice President,
Foundations & Endowments Specialty Practice
Facsimile: (407) 237-5604
Phone: (407) 237-4485(O)

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates specified below.

AMERICAN BRAIN FOUNDATION



Jane Ransom
Executive Director

Date: 3/10/21

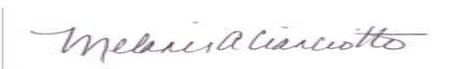
MCKNIGHT BRAIN RESEARCH FOUNDATION



Michael Dockery, MD
Chair, Board of Trustees

Date: 3/9/2021

SUNTRUST BANK, CORPORATE TRUSTEE



Melanie A. Cianciotto, First Vice President
Foundations & Endowments Specialty Practice

Date: 3/9/2021

EXHIBIT I

Payment Date to Researchers	2023	2024	2025	2026	2027	Total
7/1/2023	\$ 93,500.00					\$ 93,500.00
1/1/2024	\$ 71,500.00					\$ 71,500.00
7/1/2024	\$ 93,500.00	\$ 93,500.00				\$ 187,000.00
1/1/2025	\$ 71,500.00	\$ 71,500.00				\$ 143,000.00
7/1/2025		\$ 93,500.00	\$ 93,500.00			\$ 187,000.00
1/1/2026		\$ 71,500.00	\$ 71,500.00			\$ 143,000.00
7/1/2026			\$ 93,500.00	\$ 93,500.00		\$ 187,000.00
1/1/2027			\$ 71,500.00	\$ 71,500.00		\$ 143,000.00
7/1/2027				\$ 93,500.00	\$ 93,500.00	\$ 187,000.00
1/1/2028				\$ 71,500.00	\$ 71,500.00	\$ 143,000.00
7/1/2028					\$ 93,500.00	\$ 93,500.00
1/1/2029					\$ 71,500.00	\$ 71,500.00
	\$ 330,000.00	\$ 330,000.00	\$ 330,000.00	\$ 330,000.00	\$ 330,000.00	\$ 1,650,000.00

EXHIBIT II

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made between the American Brain Foundation (“ABF”), a Minnesota nonprofit Section 501(c)(3) public charity, and the American Academy of Neurology Institute (“AANI”), a Minnesota nonprofit Section 501(c)(3) public charity.

ABF wishes to make a grant to AANI to fund a [AWARD TYPE (“TYPE”)] in [DISEASE].

AANI wishes to accept the grant for the purpose and subject to the restrictions specified in this Agreement.

Therefore, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Restricted Grant; Purpose. ABF will provide AANI with a restricted grant in the amount of \$[AMOUNT] for the sole purpose of funding and administering a/the [AWARD] in [DISEASE] for the selected recipient(s) (“Recipient”), to be awarded in [YEAR] (the “Grant”), and which will be further provided to a Recipient pursuant to an agreement between AANI and the Recipient (the “Recipient Agreement”). AANI agrees to use all of the Grant and income earned on the Grant, if any, only for the purposes and in the manner permitted in this Agreement. Specifically, the Grant shall be used to fund and administer the [AWARD] and not for any other purpose. AANI will also be responsible for administering the Grant in accordance with the terms of this Agreement.

Name. The name of the [AWARD] will be the “[YEAR] [AWARD] in [DISEASE] funded by the [PARTNER (as identified in the Contribution Agreement between ABF and the Partner for the AWARD), e.g., National Multiple Sclerosis Society] and American Brain Foundation in collaboration with the American Academy of Neurology Institute” unless otherwise mutually designated by the [PARTNER] and ABF.

Obligations of AANI. AANI will administer the [AWARD] and manage oversight of the Recipient(s) for the duration of the [AWARD], which includes the following obligations:

- a) In all uses, acknowledge the [AWARD] using the name identified in Section 2 above;
- b) Promote the availability of the [AWARD];
- c) Compile a list of qualified recipients via peer-reviewed competition;
- d) Allow [PARTNER] to designate [NUMBER] physicians/scientists to serve on the Research Program Subcommittee (“Subcommittee”) until a Recipient is selected, according to AANI’s selection process:
 - (i) Each application will be reviewed by three reviewers
 - (ii) The Subcommittee and ad hoc reviewers will recommend one application for receipt of the/each [AWARD].
 - (iii) The Science Committee will have final review of the recommended application(s) for receipt of the [AWARD];
- e) Distribute funds to the [AWARD] Recipient’s institution;

- f) Oversee the [AWARD] and Recipient performance for the duration of the [AWARD] period with the first opportunity to assess performance taking place with the first annual report due in the spring of [YEAR] (the specific date will be provided in the Recipient Agreement);
- g) Decide (via the AANI's Research Program Subcommittee) whether to provide Recipient funding in the second year of the [AWARD] on or before June 15, [YEAR] based on review of the Recipient reports, and provide similar review for the final report of the Recipient (with the right to demand that the Recipient repay amounts received for the second year of the [AWARD] if the Research Program Subcommittee does not approve the final report);
- h) Provide annual and final research progress and financial reports to ABF as provided by the Recipient pursuant to the Recipient Agreement, for information only; and
- i) Enter into a Recipient Agreement setting forth rights and responsibilities as between AANI and the Recipient as described in this Agreement.

If funding is not approved by AANI or amounts are repaid to AANI by the Recipient's institution pursuant to this paragraph, AANI will return payments received from ABF as described in Section 4.

Payment of Grant. ABF will pay the Grant to AANI in accordance with the following schedule:

\$[AMOUNT] by June 30, [YEAR]; and
 \$[AMOUNT] by December 15, [YEAR]; and
 \$[AMOUNT] by June 30, [YEAR], if the second year of the CRTS is approved by AANI (pursuant to the approval process described above); and
 \$[AMOUNT] by December 15, [YEAR].

If no Recipient is identified for the [AWARD] (pursuant to the selection process described above), AANI will promptly return all payments received from ABF. If funding is not approved for the second year of the [AWARD] or if funds are repaid from the second year of the [AWARD] (pursuant to the approval process described above), AANI will promptly return any advance payments received and not dispersed to the Recipient or funds repaid by the Recipient's institution for the second year of the [AWARD]. If the Recipient is unable to complete the research within the two-year term of the [AWARD], AANI will promptly return to ABF all remaining unused funds that have not yet been provided to the Recipient's institution, unless ABF agrees in writing to grant the Recipient an extension. If the Recipient completes the research and there are remaining unused funds, all remaining unused funds must be returned to the ABF within 14 days of AANI's receipt of the unused funds from the Recipient's institution.

Term of Agreement; Termination for Material Breach. This Agreement goes into effect on the date on which both parties sign below. In the event of a material breach of this Agreement by either party, which such breach is not cured within 60 days of receipt of written notice of the breach, the non-breaching party may terminate this Agreement by written notice to the breaching party, effective upon receipt, in which case no further funding will be made under this Agreement.

Research Products. The Recipient may develop inventions, products, publications, processes, know-how, formulae, and the like, from the research funded by the Grant, whether or not capable of protection under copyright, trade secret or patent protections (the “Research Products”). ABF will have no rights in or to any Research Products that are conceived or reduced to practice in the performance of the [AWARD], regardless of whether the invention is patented or copyrighted.

Licensure of Names and Marks. Solely for the purpose of performing their obligations under this Agreement and for acknowledging each party’s support for the [AWARD], ABF and [PARTNER] grant to the AANI the non-exclusive revocable right and license to reproduce, store, display, distribute and transmit the names and marks of the American Brain Foundation and the [PARTNER], in each case as approved by the applicable party, on and in connection with the [AWARD]. Such use will only be in accordance with all of the terms and conditions of this Agreement, and not for any other purposes without the express written permission of each party.

8. Liability; Indemnification. ABF is not responsible for any claim, judgment, award, damages, settlement, negligence or malpractice arising from the funded [AWARD]. AANI agrees to indemnify ABF and its affiliates, employees, officers and directors from and against all losses, expenses, damages, claims or liabilities (including the prevailing party’s reasonable attorneys’ fees and expenses) incurred by ABF that arise from third parties in connection with (a) the negligence or misconduct of the Recipient or AANI, its agents, contractors or employees (excluding employees leased to ABF); or (b) any breach of the covenants, representations or warranties of AANI under this Agreement.

Relationship of the Parties. The relationship of ABF and AANI does not constitute a partnership, joint venture, or any other type of business organization. Neither party shall have any authority to act on behalf of or obligate the other party.

Books and Records. AANI agrees to keep complete records of receipts, expenditures and any other documentation related to use of the Grant for at least seven (7) years after completion of the use of the Grant. AANI also agrees to make its books and records relating to the Grant available to ABF and its representatives for inspection and copying at all reasonable times.

General Provisions.

- a) **Amendments.** This Agreement will not be amended or modified except by a writing signed by both parties and identified as an amendment to this Agreement.
- b) **Assignment.** No party will assign this Agreement or its obligations, duties and liabilities without the prior written consent of the other party.
- c) **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns.
- d) **Waiver.** The failure of either party to complain of any default by the other party or to enforce any of such party’s rights, no matter how long such failure may continue, will not constitute a waiver of the party’s rights under this Agreement. The waiver by either party of any breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach of the same or any other provision. No part of this Agreement will be waived except by the further written agreement of the parties.
- e) **Entire Agreement.** This Agreement constitutes the entire Agreement among the parties with respect to this subject matter, and there are no representations, understandings, or agreements

that are not fully expressed herein. No amendment, change, waiver, or discharge will be valid unless in writing and signed by both parties.

- f) **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect as if the invalid or unenforceable provision had never been a part of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

AMERICAN ACADEMY OF NEUROLOGY INSTITUTE

Mary E. Post, MBA, CAE
Executive Director/CEO

Date

AMERICAN BRAIN FOUNDATION

Jane Ransom
Executive Director

Date