

## 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., 200 South Orange Avenue, 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. References herein to Purpose shall be to the funding of the ten (10) CTRS.

**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 Donor, ABF and AAN.

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

2018 – 2 CTRS awards

2019 – 2 CTRS awards

2020 – 2 CTRS awards

2021 – 2 CTRS awards

2022 – 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. 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, 2018. 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 and Monitoring.**

Recipient selection for the CTRS will be conducted as follows:

- (i) A Research Program Subcommittee of the AAN Science Committee will create a review group for the MBRF funded CTRS awards.
- (ii) Up to three (3) MBRF Donor Trustee physicians, selected by Donor, will participate on the review group for the MBRF-funded CTRS's.
- (iii) The Chair of the Research Program Subcommittee will be a member of the review group for the MBRF-funded CTRS's.
- (iv) The recommendations will then be sent to the Science Committee for final approval.
- (v) The Research Program Subcommittee will oversee each Recipient's performance for the duration of each CTRS period, and provide reports to the ABF.

**6. Reports.** ABF will provide to Donor, for information purposes only, interim and final research progress and financial reports for each Recipient. Reports will be provided to the Donor by:

2018 Award

- June 1, 2019 interim report
- October 1, 2020, final report

2019 Award

- June 1, 2020 interim report
- October 1, 2021, final report

2020 Award

- June 1, 2021 interim report
- October 1, 2022, final report

2021 Award

- June 1, 2022 interim report
- October 1, 2023, final report

2022 Award

- June 1, 2023 interim report
- October 1, 2024, 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 AFB party agree that any public announcements regarding the Grant, the Request for Application the CTRS or anything else related to this Agreement will be done in collaboration between AFB 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 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. Liability.** Donor is not responsible for any claim, judgment, award, damages, settlement, negligence or malpractice arising from the funded CTRS.

**12. 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.

**13. 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.

#### 14. 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: 612-928-6300

If to Donor:

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

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

**AMERICAN BRAIN FOUNDATION**

  
Jane Ransom  
Executive Director

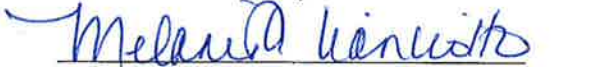
Date: 6/1/17

**MCKNIGHT BRAIN RESEARCH FOUNDATION**

  
J. Lee Dockery, M.D.  
Chair, Board of Trustees

Date: 6/5/2017

**SUNTRUST BANK, CORPORATE TRUSTEE**

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

Date: 6/2/17

EXHIBIT I

	A	B	C	D	E	F	G
1							
2							
3	Payment Date to Researchers	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>Total</u>
4	7/1/2018	\$ 93,500.00	\$ -	\$ -	\$ -	\$ -	\$ 93,500.00
5	1/1/2019	71,500.00	-	-	-	-	71,500.00
6	7/1/2019	93,500.00	93,500.00	-	-	-	187,000.00
7	1/1/2020	71,500.00	71,500.00	-	-	-	143,000.00
8	7/1/2020	-	93,500.00	93,500.00	-	-	187,000.00
9	1/1/2021	-	71,500.00	71,500.00	-	-	143,000.00
10	7/1/2021	-	-	93,500.00	93,500.00	-	187,000.00
11	1/1/2022	-	-	71,500.00	71,500.00	-	143,000.00
12	7/1/2022	-	-	-	93,500.00	93,500.00	187,000.00
13	1/1/2023	-	-	-	71,500.00	71,500.00	143,000.00
14	7/1/2023	-	-	-	-	93,500.00	93,500.00
15	1/1/2024	-	-	-	-	71,500.00	71,500.00
16		\$ 330,000.00	\$ 330,000.00	\$ 330,000.00	\$ 330,000.00	\$ 330,000.00	\$ 1,650,000.00
17							