

McKnight Brain Research Foundation  
The Board of Trustees of the University of Alabama  
for the University of Alabama at Birmingham

Amendment to Gift Agreement

This Amendment is entered into as of the 19 day of October, 2005, by and between the **McKNIGHT BRAIN RESEARCH FOUNDATION ("MBRF")** and **THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA FOR THE UNIVERSITY OF ALABAMA AT BIRMINGHAM ("UNIVERSITY")**.

**WHEREAS**, the MBRF and the University have agreed to amend the Agreement entered into by and between the MBRF and the University as of the 15<sup>th</sup> day of May, 2004 (the "Gift Agreement"); and

**WHEREAS**, the terms and words defined in the Gift Agreement shall have the same meaning in this Amendment, including the term "Gift" which shall include the additional \$1,000,000 payment and University match provided for in this Amendment; and

**WHEREAS**, the University has agreed to convert the Evelyn F. McKnight Endowed Professorship for Learning and Memory in Aging to the Evelyn F. McKnight Endowed Chair for Learning and Memory in Aging, and apply \$1,500,000 of the Gift to said Chair.

**NOW, THEREFORE**, the Gift Agreement is amended as follows:

**FIRST**: Section 3 is amended to read in its entirety as follows:

3. **Schedule and Form of Contribution.** The MBRF will make a total of six transfers to the University as follows:

\$1,000,000 on or before 7/21/04  
\$1,000,000 on or before 10/1/04  
\$1,000,000 on or before 10/1/05  
\$1,000,000 on or before 10/1/06  
\$1,000,000 on or before 10/1/07  
\$1,000,000 on or before 10/1/08

It is agreed that the MBRF may transfer cash and/or publicly traded securities. For this purpose, securities will be valued in accordance with the federal income tax rates that apply to valuing charitable contributions.

**SECOND:** Section 8.2 is amended to read in its entirety as follows:

**8.2 The Endowed Chair.** The University agrees to establish the "Evelyn F. McKnight Endowed Chair for Learning and Memory in Aging" (the "Chair") on a permanent basis within the University of Alabama School of Medicine at UAB. The University agrees to establish a separately identified fund with \$1,500,000 of the Gift, plus any match received by the University with respect to the \$1,500,000 portion of the Gift (the "Chair Fund"). References herein to the Chair shall be to the Evelyn F. McKnight Endowed Chair for Learning and Memory in Aging. The purpose of the Chair shall be as stated in paragraph 2 hereof.

**8.2.1 Naming of Chair.** It is anticipated that the University will periodically name a qualified person of national prominence to the Chair whose experience and scientific goals are consistent with and further the Purpose. That person will establish a research program that furthers the Purpose using at least in part distributions from the Chair Fund. The Chair will not remain vacant for more than one year without the approval of the MBRF.

**8.2.2 Reported Consultation.** The University will insure that the research program, from time to time adopted, furthers the purpose

of the Chair Fund. The University will insure that (i) at least annually the person named to the Chair and the University will prepare a report to the MBRF that describes the research program(s) and how the research program(s) furthers the purpose of the Chair; and (ii) at the request of the MBRF, the person named to the Chair and the MBRF will confer about research program(s) and the make-up of future research program(s) and how they further the purposes of the Chair. The MBRF agrees that this is a consultation arrangement. The annual report from the person named to the Chair and the University will include an affirmative statement both that the distributions from the Chair Fund are not being used for a prohibited purpose, as described herein, and distributions from the Chair Fund are being used in a manner consistent with and in furtherance of the purpose of the Chair.

8.2.3 *Recognition.* For this purpose, at the request of the MBRF, recognition may include Evelyn F. McKnight as well as the MBRF. The University agrees to recognize and publicize the Evelyn F. McKnight Endowed Chair for Learning and Memory in Aging in the same fashion and manner that similarly situated and funded (the dollar amount of the Chair Fund) Chairs are recognized. Additionally, references to the research work accomplished as a result of the Chair shall refer to the Evelyn F. McKnight Endowed Chair for Learning and Memory in Aging. Reference for this purpose shall include press releases, annual reports of the University, print and broadcast media, etc. It is agreed that prior

approval shall not be required for the use of the name the Evelyn F. McKnight Endowed Chair for Learning and Memory in Aging when made in connection with describing the work of the Chair or otherwise having to do with the ongoing Chair.

**THIRD:** Section 8.6 is amended to read in its entirety as follows:

**8.6 Location.** The Institute shall be housed on the 9<sup>th</sup>, 10<sup>th</sup> and 11<sup>th</sup> floors of the Richard N. and Annette C. Shelby Interdisciplinary Biomedical Research Building. To the extent reasonably practicable, scientists supported by the MBRF will be assigned space in the Institute.

**FOURTH:** Section 9.2 is amended to read in its entirety as follows:

**9.2 Signage.** Evelyn F. McKnight Brain Research Institute shall appear on or around the Richard N. and Annette C. Shelby Interdisciplinary Biomedical Research Building in a fashion similar to other institutes named in recognition of donors to the University, including signage on the 9<sup>th</sup>, 10<sup>th</sup> and 11<sup>th</sup> floors, identifying those floors as the Institute.

**FIFTH:** Section 11 is amended to read in its entirety as follows:

**11. Gift Refund.** In the event if, for any reason, the University is unable to carry out one or more University Obligations, and/or the University and the MBRF are unable to agree on a change of University Obligations, then, at the option of the MBRF, the University will either transfer an amount equal to the unexpended portion of the Gift (for this purpose, any funds transferred to the Chair Fund will be considered


expended) or \$1,500,000, whichever is greater, to a qualifying organization designated by the MBRF, or to the MBRF if it remains a "qualifying organization". For this purpose, a qualifying organization means an organization which is conducting activities consistent with the Purpose and/or those described in Schedule 8 and to which the University is not prohibited by federal or state law (including tax laws) from making distributions.

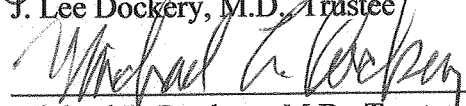
**SIXTH:** It is agreed that Schedules 5.2 and 8 will be revised to reflect the additional \$1,000,000 contribution by the MBRF and the University match. The Schedules will be revised, as soon as practicable, but in no case more than one year after the occupant of the Chair is named. The schedules must be mutually agreed upon by the University and the MBRF. The MBRF understands that these schedules are general plans that will undergo changes in detail from time to time. The annual report will describe any proposed changes in the activities anticipated in the coming year, and such changes will require approval of the MBRF, which approval will not be unreasonably withheld.

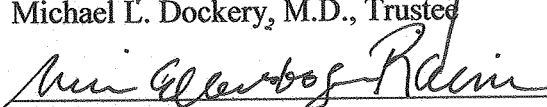
**SEVENTH:** In all other respects, the parties confirm the Gift Agreement and agree that an Amended Gift Agreement shall be prepared that incorporates these amendments and shall be dated as of the date of this Amendment.

[Signatures on next page.]

**McKNIGHT BRAIN RESEARCH FOUNDATION**

By:   
J. Lee Dockery, M.D., Trustee

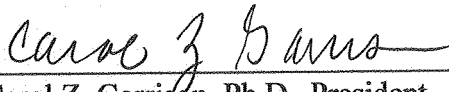
By:   
Michael L. Dockery, M.D., Trustee

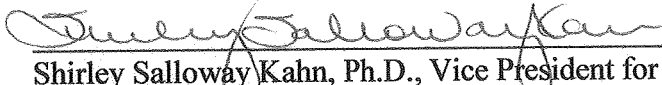
By:   
Nina Ellenbogen Raim, M.D., J.D., Trustee

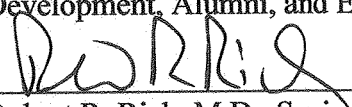
**SUNTRUST BANK**

By:   
Teresa Borcheck, ~~Group~~ Vice President  
Senior

**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA FOR THE UNIVERSITY OF ALABAMA AT BIRMINGHAM**

By:   
Carol Z. Garrison, Ph.D., President

  
Shirley Salloway Kahn, Ph.D., Vice President for  
Development, Alumni, and External Relations

  
Robert R. Rich, M.D., Senior Vice President and Dean  
University of Alabama School of Medicine