

AMENDMENT TO MANAGEMENT SERVICES AND LEASE AGREEMENT

This Amendment to the Management Services and Lease Agreement (“Amendment”) is entered into effect as of August 1, 2023 (“Effective Date”) by and between the American Academy of Neurology (“AAN”), a Minnesota nonprofit Section 501(c)(6) organization, its subsidiary, the American Academy of Neurology Institute (“AANI”), a Minnesota nonprofit Section 501(c)(3) public charity (AAN and AANI are collectively referred to as “Academy”), and the American Brain Foundation (“ABF”), a Minnesota nonprofit Section 501(c)(3) public charity located at 201 Chicago Avenue, Minneapolis, MN 55415. AAN, AANI, and ABF are collectively referred to as “Parties” and individually as “Party.”

WHEREAS, the Parties entered into that certain Management Services and Lease Agreement, effective as of January 1, 2023, (“MSA”), and

WHEREAS, the Parties now wish to amend the MSA to increase the time allotted for the ABF to transition to new services, independent of the Academy, and to assist with the Executive Director search, hiring, orientation, and onboarding.

NOW, THEREFORE, the Parties agree as follows:

1. Section 1. e) i. of the MSA is hereby deleted in its entirety and replaced with the following:

i. COBRA compliance and continuation of health benefits to terminated employees and dependents who qualify. The Parties understand that if a Leased Employee leaves in 2024 and is on COBRA for up to eighteen months, AAN agrees to extend that coverage after the term of this Agreement, as required, and ABF agrees to reimburse AAN for all related costs.

2. The following is added to Section 4 of the MSA:

Given the AAN is being hired to provide HR services in 2023 and 2024, ABF must adhere to the AAN’s recruitment and hiring processes and practices, including: i) having AAN’s Chief Human Resources and Diversity Officer be the single point of contact with the ABF Executive Director Search Committee and the Oppenheim search firm, to assist with the search and hiring of the new Executive Director; and ii) AAN co-leading the hiring, orientation, and onboarding of the new Executive Director.

3. Section 5. of the MSA is hereby deleted in its entirety and replaced with the following:

5. Mailroom Services; Annual Meeting Travel. AAN will also provide mailroom services only when AAN’s office is open. In providing these services, AAN will promptly notify ABF of gifts ABF receives via mail. AAN will also provide travel assistance (as was provided in 2023) for ABF staff who attend the 2024 AAN Annual Meeting. AAN will also provide shipping of ABF collateral to the 2024 AAN Annual Meeting (as was done in 2023). AAN will not provide any meeting services outside of the 2024 Annual Meeting. ABF is responsible for planning their Board of Directors meetings, including site selection, contracting, housing, food/beverage, audio visual, ground transportation, flights, dinner arrangements, and invoicing.

4. Section 10. a) of the MSA is hereby deleted in its entirety and replaced with the following:

a) Term and Renewal. The term of this Agreement will commence January 1, 2023, and end December 31, 2024 (“Term”) or until all services are transitioned away from AAN, whichever is sooner.

5. Section 11. b) of the MSA is hereby deleted in its entirety and replaced with the following:


b) In consideration for Sublease of Facility Space & Lease of Equipment (described in Section 2), Financial Services (described in Section 3), Human Resources Services (described in Section 4), Mailroom Services (described in Section 5), and Information Technology Services (described in Section 6), ABF will pay AAN the fees

set forth in Appendix A (attached hereto and incorporated herein by reference), which are consistent with the fair market value of the space, equipment and services provided.

6. The Amendment may be executed in counterparts, all of which upon execution and delivery must be considered originals and together shall constitute one document. Facsimile and Portable Document Format (PDF) copies of this Amendment must be considered originals for purposes of execution of this Amendment and shall bind the Parties to the same extent as originally signed documents.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written.

AMERICAN ACADEMY OF NEUROLOGY

DocuSigned by:

By: _____
Mary E. Post, MBA, CAE
CEO

Date: 9/7/2023

AMERICAN ACADEMY OF NEUROLOGY INSTITUTE

DocuSigned by:

By: _____
Jason Kopinski, MS, CAE
Deputy Executive Director | Chief Operating Officer

Date: 9/8/2023

AMERICAN BRAIN FOUNDATION

DocuSigned by:

By: _____
Jane Ransom
Executive Director

Date: 9/7/2023

Appendix A – Fees

In consideration for the services provided by the AAN to ABF and the sublease of facility space and lease of equipment from AAN to ABF as described in the Management Services and Lease Agreement, ABF will pay AAN the following fees:

Financial Services: ABF will pay AAN \$122,430 in monthly installments of \$10,202. AAN will invoice ABF and payment is due on the first day of each month.

Human Resources and Mailroom Services: ABF will pay AAN \$60,632, in monthly installments of \$5,052. AAN will invoice ABF and payment is due on the first day of each month.

Sublease of Facility Space: ABF will pay AAN \$38,902, in monthly installments of \$3,241. AAN will invoice ABF and payment is due on the first day of each month.

Information Technology Services & Lease of Equipment: ABF will pay AAN \$34,768, in monthly installments of \$2,897. AAN will invoice ABF and payment is due on the first day of each month.