

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407926

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Parkinson Foundation, Inc.		07/07/2016	Non-Profit Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Parkinson's Disease Foundation, Inc.		
Street Address:	1359 Broadway		
Internal Address:	Suite 1509		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Foreign Not For Profit Corporation: NEW YORK		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4257762	FIND ANSWERS. CHANGE LIVES. BEAT PARKINS	
Registration Number:	4356737	GET A KIT. KNOW THE FACTS. BE AWARE IN C	
Registration Number:	4257760	IMPROVING CARE, IMPROVING LIVES	
Registration Number:	4084986	MOVING DAY	
Registration Number:	4085094	MOVING DAY	
Registration Number:	3933680	OUT OF THE PARK	
Registration Number:	4567515	P	
Registration Number:	4560234	P	
Registration Number:	4560239	P	
Registration Number:	4446773	P	
Registration Number:	4465054	P WHATEVER IT TAKES TO BEAT PARKINSON'S	
Registration Number:	4204991	P AWARE IN CARE PARKINSON'S DISEASE NATI	
Registration Number:	4310124	P AWARE IN CARE PARKINSON'S DISEASE NATI	
Registration Number:	4563636	P CENTER OF EXCELLENCE	
Registration Number:	4643786	P CENTER OF EXCELLENCE	
Registration Number:	4600289	P CENTER OF EXCELLENCE	
Registration Number:	4600290	P CENTER OF EXCELLENCE	
Registration Number:	4172320	P NATIONAL PARKINSON FOUNDATION	
TRADEMARK			

OP \$590.00 4257762

Property Type	Number	Word Mark
Registration Number:	4267653	P TEAM HOPE NATIONAL PARKINSON FOUNDATIO
Registration Number:	3888288	PARKINSON.ORG
Registration Number:	4257759	PEOPLE WHO MOVE CHANGE THE WORLD!
Registration Number:	4065635	TEAM HOPE NATIONAL PARKINSON FOUNDATION
Registration Number:	4450400	WHATEVER IT TAKES TO BEAT PARKINSON'S

CORRESPONDENCE DATA

Fax Number: 4078412343
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 4078412343
Email: dsigalow@addmg.com
Correspondent Name: David L. Sigalow
Address Line 1: 255 S. Orange Avenue
Address Line 4: Orlando, FLORIDA 32801

NAME OF SUBMITTER:	David L. Sigalow
SIGNATURE:	/David L. Sigalow/
DATE SIGNED:	12/06/2016

Total Attachments: 51
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COMBINATION AGREEMENT

BY AND BETWEEN

NATIONAL PARKINSON FOUNDATION, INC.

AND

PARKINSON'S DISEASE FOUNDATION, INC.

DATED JULY 7, 2016

COMBINATION AGREEMENT

This Combination Agreement (this "Agreement") is entered into this 7th day of July, 2016, by and between Parkinson's Disease Foundation, Inc., a New York not-for-profit corporation ("PDF"), and National Parkinson Foundation, Inc., a Florida not-for-profit corporation ("NPF" and, collectively with PDF, the "Parties" and each, a "Party"). Any capitalized term used herein, but not otherwise defined, shall have the meaning ascribed to it in ARTICLE I of this Agreement.

RECITALS:

1. PDF's mission has been to award grants and fellowships for research in Parkinson's disease and to provide educational and advocacy programs for people with Parkinson's disease, their families and caregivers ("PDF's Mission");

2. NPF's mission has been to improve the quality of care through research, education and outreach ("NPF's Mission");

3. Each of the Parties has a similar mission to improve the lives of people with Parkinson's disease and each desires to eliminate the duplication of expenses and strengthen their administrative and financial capabilities;

4. The Board of Directors of each Party has determined it to be in the best interests of the respective Party to combine their operations with the other Party, upon the terms and subject to the conditions hereinafter set forth (the "Combination"); and

5. In connection with the Combination, the Parties desire to make certain representations, warranties, covenants and agreements, and also to prescribe certain conditions upon which the Combination shall be effected, as more fully set forth in this Agreement.

In consideration of the covenants set forth herein, and other good and valuable consideration, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by or is under common control with the specified Person. As used herein, the term "control" means the possession, directly or indirectly, of any other power to direct or cause the direction of the management and policies of such a Person, whether through ownership of voting securities, by Contract or otherwise. In addition, each Chapter of a Party, each Person who is a director or officer of a Party, each family member of a director or officer of a Party, and each trust for the benefit of any of the foregoing, and each Affiliate of any of the foregoing, shall be deemed an "Affiliate" of such Party.

“Agreement” has the meaning set forth in the Preamble.

“Amended Bylaws” has the meaning set forth in Section 2.2(b).

“Amended Certificate” has the meaning set forth in Section 2.2(a).

“Assumed Liabilities” has the meaning set forth in Section 2.1(b).

“Assumption Agreement” has the meaning set forth in Section 6.4(d)(iv).

“Board” has the meaning set forth in Section 2.3(a).

“Books and Records” means all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise) used by a Party in connection with the ownership or operation of its assets or the conduct of the NPF Activities or PDF Activities, as applicable, including, without limitation, Contracts, financial records, Tax documents, copies of all Permits, account records, computer files, data processing records, employment and personnel records, advertising and marketing data and records, credit records, records relating to suppliers, donors and sponsors and other data.

“Business Day” means any day except (a) a Saturday or Sunday or (b) a day on which the New York Stock Exchange or the NASDAQ Stock Market is closed for trading.

“Chapter” means any chapter, federated organization, or Subsidiary of either Party.

“Closing” has the meaning set forth in Section 6.1.

“Closing Date” has the meaning set forth in Section 6.1.

“Code” means the Internal Revenue Code of 1986.

“Combination” has the meaning set forth in the Recitals.

“Combined Entity” has the meaning set forth in Section 2.1(a).

“Combined Entity Activities” means, without duplication, the PDF Activities and the NPF Activities undertaken by the Combined Entity after the Combination.

“Contract” means any written or oral agreement, arrangement, understanding, lease, bond, commitment, franchise, indemnity, indenture, purchase order or instrument or other contractual arrangement.

“Data Room” has the meaning set forth in Section 3.10(b).

“Employee Benefit Plan” means, in each case whether written or unwritten, (a) any “employee benefit plan” within the meaning of Section 3(3) of ERISA (whether or not subject to ERISA), and (b) any other plan, policy, program, arrangement or agreement providing for employment, compensation, incentive, change in control, bonus, severance, deferred compensation, performance awards, stock or stock-related awards, fringe benefits, disability

benefits, supplemental employment benefits, vacation benefits, paid time-off, educational assistance, retirement benefits, profit-sharing, post-retirement benefits or other employee benefits or remuneration of any kind.

“Employer Affiliate” means, with respect to any Party, any other Person that directly or indirectly controls, is controlled by or is under common control with the specified Party. As used herein, the term “control” means the possession, directly or indirectly, of any other power to direct or cause the direction of the management and policies of such a Person, whether through ownership of voting securities, by Contract or otherwise.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Excluded Liabilities” has the meaning set forth in Section 2.1(b).

“Financial Statements” means the NPF Financial Statements or the PDF Financial Statements, as applicable.

“Funding Commitments” has the meaning set forth in Section 3.11(a).

“GAAP” means U.S. generally accepted accounting principles applied on a consistent basis during the relevant periods.

“Governmental Authority” means any foreign, federal, state or municipal government or any agency, bureau, board, commission, court, department, official, political subdivision or other judicial authority, legislative or executive body, commission or other governmental or regulatory body or authority or any nongovernmental United States or foreign self-regulatory agency, commission or authority or any arbitral tribunal.

“Initial Directors” has the meaning set forth in Section 2.3(a).

“Initial Officers” has the meaning set forth in Section 2.3(c).

“Intellectual Property” means all intellectual property and all rights therein and thereto in the United States or any foreign jurisdictions, whether registered or unregistered, including any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with all goodwill connected with the use of and symbolized by, and all registrations, registration applications and renewals in respect of, any of the foregoing; (b) Internet domain names, whether or not trademarks or service marks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, social media handles and URLs; (c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and moral rights, and all registrations, applications for registration and renewals with respect thereto; (d) trade secrets, discoveries, marketing, advertising and/or promotional processes or plans, other business and technical information, know how, methodologies, protocols, strategies, processes, databases, data collections, lists of actual and/or prospective customers and suppliers and other confidential and/or proprietary information; (e) inventions (whether or not patentable,

and whether or not reduced to practice), all improvements thereto, and all patents (including all reissuances, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications and other patent rights; (f) Software and (g) copies and tangible embodiments (in whatever form or medium) of the foregoing.

“Knowledge” or “knowledge” means (i) with respect to PDF, the actual knowledge of Howard Morgan, Robin Elliott and Constance Atwell; and (ii) with respect to NPF, the actual knowledge of John Kozyak, Andrew Albert, Robert Melzer or Paul Blom, and, in each case, the knowledge that such individual would have, after appropriate consultation with counsel or other advisors, in the prudent performance of such Person’s duties with respect to such Party.

“Law” means any law, statute, code, regulation, rule, ordinance, order, treaty, judgment, writ, injunction, directive or decree of any Governmental Authority (or other pronouncement of any Governmental Authority having the force and effect of law) and any judicial or administrative order (including any binding arbitration award), consent decree, judgment, stipulation, injunction, Permits or other authorization, policy, opinion, pronouncement or agency requirement, in each case having the force and effect of law.

“Lien” means any mortgage, judgment, pledge, lien (statutory or otherwise and including, without limitation, environmental and Tax liens), security interest, easement, right of way, right of first refusal, limitation, encroachment, covenant, voting trust or agreement, claim, restriction, right, equity, option, conditional sale or other title retention agreement, charge, encumbrance, deed of trust, any type of survey defect, title defect, hypothecation, occupancy agreement or other understanding or arrangement restricting title or transfer of any nature whatsoever.

“Material Adverse Effect” means any event, occurrence, fact, condition, change or effect that, individually or in the aggregate, is materially adverse to the NPF Activities or PDF Activities, operations, cash flows or condition (financial or otherwise) of either Party, the ability of either Party to consummate the Transactions, or the continued conduct of the Combined Entity Activities by the Combined Entity following the Combination, other than (i) changes or effects which are or result from occurrences relating to the United States economy generally, or (ii) any acts of terrorism, war or civil unrest or earthquakes, floods, natural disasters or other acts of God or nature.

“Material Contracts” has the meaning set forth in Section 3.10(a) with respect to PDF and the meaning set forth in Section 4.10(a) with respect to NPF.

“NPF” has the meaning set forth in the Preamble.

“NPF Activities” means the activities undertaken by NPF related to NPF’s Mission.

“NPF Affiliate Transaction” has the meaning set forth in Section 4.12(a).

“NPF Audited Financial Statements” has the meaning set forth in Section 4.6(a).

“NPF Closing Certificate” has the meaning set forth in Section 6.3(f).

“NPF Disclosure Schedule” has the meaning set forth in ARTICLE IV.

“NPF Employee Benefit Plan” means any Employee Benefit Plan which NPF or any of its Employer Affiliates (i) sponsors, maintains or contributes to in respect of any of their respective current or former trustees, consultants, officers, employees or independent contractors (or any dependents or beneficiaries thereof) or (ii) has, or could reasonably be expected to have, any liability (contingent or otherwise).

“NPF Financial Statements” has the meaning set forth in Section 4.6(a).

“NPF FSA” has the meaning set forth in Section 5.3(d).

“NPF Interim Financial Statements” has the meaning set forth in Section 4.6(a).

“NPF Permits” has the meaning set forth in Section 4.5(b).

“NPF Restricted Assets” means all temporarily and permanently restricted net assets of NPF, as described under Financial Accounting Standard 117.

“NPF’s Mission” has the meaning set forth in the Recitals.

“NPF’s Tax Status” has the meaning set forth in Section 4.2(a).

“Ordinary Course of Business” means an action or series of actions taken by a Person that is consistent in nature, scope and magnitude with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of such Person.

“Organizational Documents” means, collectively, a Party’s certificate of incorporation or similar incorporating documents, and bylaws, each, as amended.

“Outside Closing Date” has the meaning set forth in Section 7.1(b).

“Party” and “Parties” have the meanings set forth in the Preamble.

“PDF” has the meaning set forth in the Preamble.

“PDF Activities” means the activities undertaken by PDF related to PDF’s Mission.

“PDF Affiliate Transaction” has the meaning set forth in Section 3.12(a).

“PDF Audited Financial Statements” has the meaning set forth in Section 3.6(a).

“PDF Closing Certificate” has the meaning set forth in Section 6.4(d).

“PDF Disclosure Schedule” has the meaning set forth in ARTICLE III.

“PDF Employee Benefit Plan” means any Employee Benefit Plan which PDF or any of its Employer Affiliates (i) sponsors, maintains or contributes to in respect of any of their respective current or former trustees, consultants, officers, employees or independent contractors

(or any dependents or beneficiaries thereof) or (ii) has, or could reasonably be expected to have, any liability (contingent or otherwise).

“PDF Employees” has the meaning set forth in Section 5.3(d).

“PDF Financial Statements” has the meaning set forth in Section 3.6(a).

“PDF Interim Financial Statements” has the meaning set forth in Section 3.6(a).

“PDF Permits” has the meaning set forth in Section 3.5(b).

“PDF Restricted Assets” means all temporarily and permanently restricted net assets of PDF, as described under Financial Accounting Standard 117.

“PDF’s Mission” has the meaning set forth in the Recitals.

“PDF’s Tax Status” has the meaning set forth in Section 3.2(a).

“Permits” means all permits, licenses, accreditations, certifications, approvals, consents, notices, waivers, qualifications, filings, accreditations, orders, concessions, franchises, exemptions and authorizations by or of, or registrations with, any Governmental Authority or accreditation body, including, without limitation, vehicle and business licenses.

“Permitted Liens” means landlords’, carriers’, warehousemen’s, mechanics’, suppliers’, materialman’s, repairmen’s liens or other like Liens arising in the Ordinary Course of Business with respect to amounts not yet overdue or amounts being contested in good faith by appropriate Proceedings. With respect to the NPF Restricted Assets and the PDF Restricted Assets, Permitted Liens include the current restrictions on such NPF Restricted Assets and PDF Restricted Assets set forth on Exhibit C.

“Person” means an individual, corporation, partnership, joint venture, association, limited liability company, trust, unincorporated organization, Governmental Authority or other entity.

“Post-Closing Expenses” shall mean all costs and expenses incurred by NPF following the Closing relating to or arising from: (i) maintaining the existence, qualifications and registrations of NPF in any state or other jurisdiction, including all annual fees, franchise taxes, service company charges and other charges relating thereto; (ii) withdrawing or terminating any such qualification or registration of NPF and all service company charges and other charges relating thereto; (iii) filing Tax Returns or making any other filing under any applicable Law, including amounts shown due on such Tax Return or in connection with such other filing; (iv) winding up and liquidating NPF; and (v) the Post-Closing Merger, if any, including all costs and expenses relating to obtaining the consent of any Governmental Authority required in connection therewith.

“Post-Closing FSA” has the meaning set forth in Section 5.3(d).

“Post-Closing Merger” has the meaning set forth in Section 5.10.

“Post-Closing Plans” has the meaning set forth in Section 5.3(b).

“Pre-Closing NPF Employees” has the meaning set forth in Section 5.3(a).

“Proceeding” means any suit, claim, action, proceeding, charge, arbitration, hearing, inquiry or investigation (whether at law or equity).

“PTO” has the meaning set forth in Section 5.3(a).

“Software” means all computer programs, including all software implementations of algorithms, models and methodologies whether in source code or object code form, databases and compilations, and all documentation, including user manuals and training materials, related to any of the foregoing.

“Subsidiary” means, with respect to any Person, any corporation, limited liability company, partnership, association or business entity, directly or indirectly controlled by such Person or one or more Subsidiaries of such Person or a combination thereof.

“Systems” means Software, hardware, networks, communications devices and facilities, and other technology and related services.

“Tax Periods” has the meaning set forth in Section 3.2(d).

“Tax Return” means any returns, reports, statements, or other information filed, or required to be filed, with a Taxing Authority with respect to any Tax.

“Taxes” has the meaning set forth in Section 3.2(d).

“Taxing Authorities” has the meaning set forth in Section 3.2(c).

“Transaction Documents” means the agreements, documents, certificates and instruments to be delivered pursuant to or in connection with this Agreement that are listed on Schedule I hereto.

“Transactions” means the Transfer and the other transactions contemplated by this Agreement and the Transaction Documents.

“Transfer” has the meaning set forth in Section 2.1(a).

“Transferred Assets” means all of NPF’s right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired; provided, however, the term “Transferred Assets” shall not include any interest of NPF in National Parkinson Foundation, Inc., a not-for-profit corporation organized under the laws of the State of New York, or other not-for-profit corporation organized under the laws of the State of New York.

“Transferred Employee” has the meaning set forth in Section 5.3(a).

ARTICLE II

TERMS AND CONDITIONS OF THE COMBINATION

Section 2.1 Combination of the Parties.

(a) At the Closing, upon the terms and subject to the conditions contained herein, PDF (or, following the Transfer, the "Combined Entity") shall acquire and accept from NPF, and NPF shall transfer, assign, convey and deliver to PDF, all of NPF's right, title and interest in and to the Transferred Assets, free and clear of all Liens (other than Permitted Liens) (the "Transfer").

(b) At the Closing, upon the terms and subject to the conditions contained herein, PDF will assume, become liable for and thereafter pay and fully satisfy when due any liability or obligation of NPF, whether known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, due or to become due (the "Assumed Liabilities"), other than the liabilities listed on Section 2.1(b) of the PDF Disclosure Schedules or any liabilities that cannot by operation of law be assumed (the "Excluded Liabilities"). The Combined Entity shall pay and fully satisfy, or provide NPF with the funds necessary to pay and fully satisfy when due, any Excluded Liabilities that are monetary in nature. Notwithstanding the foregoing, PDF will assume, become liable for and thereafter pay and fully satisfy any liability or obligation relating to the NPF 401(k) effective as of July 1, 2016.

Section 2.2 Organizational Documents of the Combined Entity.

(a) At or prior to the Closing, the certificate of incorporation of PDF shall be restated to be substantially in the form attached hereto as Exhibit A-1, with such changes as may be required by the Secretary of State of the State of New York, provided NPF and PDF mutually consent to such changes, which consent shall not be unreasonably withheld, delayed or conditioned (the "Amended Certificate") and such Amended Certificate shall be the certificate of incorporation of the Combined Entity.

(b) Effective at the Closing, (i) the Certificate of Incorporation of PDF immediately before the Closing shall be the Certificate of Incorporation of the Combined Entity immediately following the Closing and (ii) the Bylaws of PDF shall be amended and restated to be substantially in the form attached hereto as Exhibit A-2 (the "Amended Bylaws"), and such Amended Bylaws shall be the Bylaws of the Combined Entity.

Section 2.3 Board of Directors, Governance of the Combined Entity.

(a) As of the Closing, the Board of Directors of the Combined Entity (the "Board") shall consist of the persons set forth on Schedule II (the "Initial Directors"), the chair of the Board shall be John Kozyak and the vice chair of the Board shall be Howard Morgan. The Initial Directors shall be assigned to one of three classes (A, B or C), as indicated on Schedule II, and each of the Initial Directors shall have the following terms:

(i) Initial Directors in Class A shall have an initial term of one (1) year;

(ii) Initial Directors in Class B shall have an initial term of two (2) years; and

(iii) Initial Directors in Class C shall have an initial term of three (3) years.

After each such initial term, as provided in the Amended Bylaws, each class of directors of the Combined Entity may be appointed (or re-appointed) for three (3)-year terms. Notwithstanding the foregoing, the Parties acknowledge and agree Marshall Burack shall be an Initial Director until such time as the New CEO (as defined on Exhibit D hereto) commences employment with the Combined Entity, at which time Marshall Burack shall resign and Paul Blom shall be elected to fill the resulting vacancy, all in accordance with the Amended Bylaws.

(b) As of the Closing, the members of the Executive Committee of the Board shall be the persons set forth on Schedule II, and each such person shall serve on the Executive Committee of the Board in accordance with the Amended Bylaws.

(c) As of the Closing, the officers of the Combined Entity shall be the persons set forth on Schedule II (the “Initial Officers”), and each Initial Officer shall be appointed to the office of the Combined Entity set forth opposite his or her name on Schedule II.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF PDF

PDF represents and warrants to NPF that, except as and to the extent set forth in a disclosure schedule (the “PDF Disclosure Schedule”) delivered to NPF on or prior to the date hereof setting forth additional exceptions specified therein to the representations and warranties contained in this ARTICLE III, which PDF Disclosure Schedule shall identify exceptions by specific Section references:

Section 3.1 Organization; Qualification; Authorization; Organizational Documents.

(a) PDF is a not-for-profit corporation duly organized, validly existing and in good standing under the Laws of the State of New York and has the full corporate power and authority necessary to conduct all of the PDF Activities as they are now being conducted and to own or lease all of the assets owned or leased by it.

(b) PDF is (i) qualified to do business as a foreign corporation in the jurisdictions specified in Section 3.1(i) of the PDF Disclosure Schedule and (ii) licensed to solicit charitable contributions in the jurisdictions specified in Section 3.1(ii) of the PDF Disclosure Schedule. The jurisdictions listed in Section 3.1(i) of the PDF Disclosure Schedule and Section 3.1(ii) of the PDF Disclosure Schedule are the only

jurisdictions in which the nature of the PDF Activities or the character of the property PDF owns, leases or operates requires PDF to be so qualified or licensed, as applicable.

(c) PDF has the full right and corporate power to execute, deliver and perform this Agreement and the Transaction Documents to which PDF is or will be a party, to consummate the Transactions and to comply with the terms, conditions and provisions of this Agreement and the Transaction Documents to which PDF is or will be a party. This Agreement constitutes, and when executed and delivered, the Transaction Documents to which PDF is a party will constitute, the legal, valid and binding obligation of PDF enforceable against it in accordance with their terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium and other Laws affecting creditors' rights generally from time to time in effect and to general equitable principles.

(d) PDF has made available to NPF, prior to the execution of this Agreement, complete and correct copies of PDF's Organizational Documents, which as of the Closing, are in the form of the Amended Certificate and Amended Bylaws. PDF is not in default under or in violation of any provision of its Organizational Documents.

Section 3.2 Tax Matters.

(a) PDF is qualified as a tax-exempt organization under Section 501(c)(3) of the Code ("PDF's Tax Status") and is subject only to those Taxes (as defined below) to which entities exempt from Tax under Section 501(c)(3) of the Code are subject. PDF has delivered to NPF a true and correct copy of the original and current Internal Revenue Service Determination Letter recognizing PDF's Tax Status. PDF's Tax Status remains effective and has not been revoked or challenged.

(b) PDF (i) is not a "private foundation," as defined in Section 509(a) of the Code and (ii) does not have a material amount of "unrelated business taxable income."

(c) PDF is not under examination or audit by, nor has it received or been threatened by any questions or notice from, any federal, state, local or foreign taxing authorities ("Taxing Authorities") or other Governmental Authority with jurisdiction over not-for-profit entities and their operations, including, without limitation, any state attorney general, with respect to PDF's Tax Status or any other matter, and has not granted any waiver of any statute of limitations with respect to any such examination or audit.

(d) PDF has duly and timely filed all returns, reports, statements and other filings including, without limitation, any schedule or attachment thereto or any amendment thereof (collectively, "Tax Returns") required (by Law, election or otherwise) to be filed by it through the date of this Agreement with respect to any and all federal, state or the District of Columbia or any of their respective political subdivisions, or any other applicable United States or foreign income, franchise, capital, ad valorem, sales, use, transfer, gains, property, withholding, payroll, social security, disability, insurance, unemployment, bulk transfer, severance, occupancy, value-added or other taxes, levies, license fees, assessments or excises or other tax of any kind whatsoever,

including any interest, penalty, charge, fee or addition thereto, whether disputed or not (collectively, the "Taxes") imposed by any other Law to which PDF is subject, for all fiscal years or other taxable period (collectively, "Tax Periods") ending on or prior to the date of this Agreement. Each Tax Return was true, correct and complete as filed in all material respects. PDF has duly and timely paid in full all Taxes shown or required to be shown as due on each Tax Return except for Taxes which PDF is contesting in good faith and for which it has made adequate reserves.

(e) PDF has not engaged in any activity which, if brought to the attention of any Taxing Authority, would be likely to cause such Taxing Authority to question or revoke PDF's Tax Status or impose any Tax or penalty and PDF is not aware of any basis for any such action.

(f) PDF has no deficiency or any other unsatisfied liability with respect to any Taxes that are due and payable, whether or not assessed, which is not fully disclosed and adequately provided for in the PDF Audited Financial Statements set forth in Section 3.6 of the PDF Disclosure Schedule.

Section 3.3 Title to Assets. Except as disclosed on Section 3.3 of the PDF Disclosure Schedule, PDF has good and marketable title to all of its assets, free and clear of all Liens of any kind and nature other than the Permitted Liens, including all the properties and assets reflected in the PDF Audited Financial Statements and all such material properties and assets purchased or received by PDF for its use and benefit since the date of the PDF Audited Financial Statements. Except as set forth in Section 3.3 of the PDF Disclosure Schedule, all personal property and assets have no known material defects and are in good operating condition and repair and are adequate for the uses to which they are being put. None of such personal property and assets is in need of maintenance or repairs except for ordinary, routine maintenance and repairs which are not material in nature or cost. PDF owns, holds pursuant to valid and enforceable leases, or has the valid and enforceable right to use, all assets, tangible or intangible, necessary for the conduct of the PDF Activities as presently conducted.

Section 3.4 Absence of Default. Except as set forth on Section 3.4 of the PDF Disclosure Schedule, none of the execution, delivery or performance by PDF of this Agreement or the Transaction Documents to which PDF is or will be a party, the consummation of the Transactions by PDF or the operation of the PDF Activities immediately following the Closing will:

(a) create (or cause the acceleration of the maturity of) any material liability affecting PDF or the PDF Activities (other than the assumption by PDF of the Assumed Liabilities as contemplated by this Agreement);

(b) result in the creation or imposition of any Lien upon any asset of PDF (other than a Lien to which any of the NPF assets are subject);

(c) violate or conflict with any term, condition or provision of, the certificate of incorporation or bylaws of PDF;

(d) violate, conflict with, result in a breach of or constitute (with or without notice or lapse of time or both) a material default under, or an event which would give rise to any right of notice, modification, acceleration, payment, cancellation or termination under, or in any manner release any party thereto from any obligation under any Material Contract, PDF Permit or other commitment or instrument to which PDF is a party or by which PDF is bound;

(e) violate, conflict with, result in a breach of or constitute (with or without notice or lapse of time or both) a default under, any judgment, decree, order, regulation or rule of any court or regulatory authority or any other Governmental Authority applicable to PDF or the PDF Activities;

(f) violate, conflict with, result in a breach of any restrictions on the PDF Restricted Assets; or

(g) violate or conflict with or result in a breach of any Law applicable to PDF or the PDF Activities.

Section 3.5 Compliance With Law: Permits.

(a) PDF is, and for the last five (5) years has been, operated in compliance in all material respects with applicable Laws. All information filed with or provided to each Governmental Authority exercising regulatory jurisdiction over PDF as a public charity, including filings in connection with any prior or pending investigation, inquiry or Proceeding before such Governmental Authority, was true, correct and complete and complied with applicable Law. No event has occurred or circumstance exists that would reasonably be expected to constitute or result in a material violation by PDF of any applicable Law. PDF has not received any written notice from any Governmental Authority or any other Person regarding any actual or potential material violation of, or material failure to comply with, any applicable Law.

(b) Section 3.5(b) of the PDF Disclosure Schedule sets forth a list of all Permits (and expiration dates thereof) held by PDF (the "PDF Permits"). PDF has all Permits necessary to conduct the PDF Activities in the manner in which they are presently conducted. PDF has fulfilled and performed in all material respects its obligations specified in each PDF Permit and no event has occurred or condition or state of facts exists that constitutes or, after notice or lapse of time or both, would constitute grounds for revocation or termination of any such Permit, or for the determination of noncompliance therewith or with any Law applicable to PDF in its capacity as a public charity, or the imposition of any restriction or limitation that, in either case, would have a Material Adverse Effect. Except as set forth on Section 3.5(b) of the PDF Disclosure Schedule, the PDF Permits are in full force and effect in accordance with their respective terms and have not been revoked, suspended, cancelled, rescinded or terminated, have not expired, and are not subject to any conditions except for conditions that would not materially impair the operation of PDF.

Section 3.6 Financial Statements.

(a) Section 3.6(a) of the PDF Disclosure Schedule contains a true and correct copy of PDF's (i) audited statement of financial position as of June 30, 2014 and June 30, 2015, and audited statement of activities, statement of functional expenses and statement of cash flows for the fiscal year then ended (the "PDF Audited Financial Statements") and (ii) an unaudited statement of financial position as of March 31, 2016, and unaudited statement of activities, statement of functional expenses and statement of cash flows as for the nine (9)-month period then ended (collectively, the "PDF Interim Financial Statements," and together with the PDF Audited Financial Statements, the "PDF Financial Statements"). The PDF Audited Financial Statements (i) have been prepared in accordance with GAAP, applied on a consistent basis throughout the periods covered thereby, and (ii) fairly present, in all material respects, the financial position and the changes in its net assets and its cash flows at and as of the dates or for the periods indicated. The PDF Interim Financial Statements (i) have been prepared in accordance with GAAP, applied on a consistent basis throughout the periods covered thereby, and (ii) fairly present, in all material respects, the financial position and the changes in its net assets and its cash flows at and as of the dates or for the periods indicated, as applicable.

(b) The Books and Records of PDF are true and correct, represent actual, bona fide transactions and have been maintained in accordance with sound business practices, including the maintenance of a system of adequate controls. There are no off-balance sheet transactions, arrangements, obligations or relationships to which PDF is a party or bound.

(c) Section 3.6(c) of the PDF Disclosure Schedule contains a true and correct statement of PDF's investment portfolio fund balance as of January 31, 2016.

(d) Exhibit C sets forth the PDF Restricted Assets as of January 31, 2016, including a detailed description of such restrictions (e.g., whether such PDF Restricted Assets are temporarily or permanently restricted and whether such PDF Restricted Assets are restricted by purpose or time).

Section 3.7 No Undisclosed Liabilities. Except as disclosed on Section 3.7 of the PDF Disclosure Schedule, PDF has no liabilities or obligations of any nature (including, without limitation, any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured, absolute, accrued, contingent or otherwise and whether due or to become due) except:

(i) liabilities or obligations as and to the extent reflected, accrued or reserved against as set forth in the PDF Financial Statements;

(ii) liabilities incurred since the most recent date of the PDF Financial Statements in the Ordinary Course of Business; and

(iii) liabilities that are not, in the aggregate, material.

Section 3.8 Litigation.

(a) Except as disclosed in Section 3.8(a) of the PDF Disclosure Schedule, there is no Proceeding pending or, to the Knowledge of PDF, threatened (and PDF has no Knowledge of any circumstances that may give rise thereto) against or affecting PDF, or which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the Transactions.

(b) There are no outstanding orders, injunctions or decrees of any Governmental Authority which (i) may have a Material Adverse Effect on the ability of PDF to acquire any property or conduct business in any area; (ii) that restrict the ownership, disposition or use of PDF's assets or the conduct of the PDF Activities or (iii) which may have an adverse effect on the ability of PDF to consummate the Combination and Transactions.

Section 3.9 Intellectual Property.

(a) Section 3.9(a) of the PDF Disclosure Schedule sets forth a true, correct and complete list of all of the following owned by, or registered or filed in the name of, PDF: (i) active patents and currently pending patent applications; (ii) active trademark and service mark registrations and currently pending applications for registration of trademarks and/or service marks; (iii) unregistered trademarks and service marks material to the PDF Activities; (iv) active copyright registrations and currently pending applications for registration; (v) active Internet domain name registrations and active social media sites and handles and (vi) Software and databases material to the PDF Activities; and specifies, in each instance, the specific owner thereof, and, to the extent applicable, the registration, application, serial or patent number thereof, the date of registration and/or filing thereof, and the jurisdiction in which such item is filed or registered. All such items are currently in the name of PDF, and, to the extent applicable, all maintenance fees and other fees in respect thereof have been duly paid in a timely fashion and all such items are in good standing and in full force and effect.

(b) Except as set forth in Section 3.9(b) of the PDF Disclosure Schedule, PDF owns or has a valid right to use pursuant to a written Contract, in the manner currently used in the PDF Activities, free and clear of all Liens other than Permitted Liens, and all Intellectual Property necessary to conduct the PDF Activities as currently conducted.

(c) Except as set forth in Section 3.9(c) of the PDF Disclosure Schedule: (i) none of the Intellectual Property owned by PDF, or any other Intellectual Property licensed or used by PDF, nor PDF's conduct of the PDF Activities, has infringed, misappropriated or otherwise violated, or infringes, misappropriates or otherwise violates, the Intellectual Property of any Person; (ii) PDF has not received notice of any Proceedings (including any oppositions, interferences or re-examinations) or other allegations asserting the invalidity, misuse or unenforceability of any of Intellectual Property owned, licensed or used by PDF, contesting PDF's ownership thereof or rights to use such Intellectual Property, or otherwise challenging the validity, enforceability, registrability or other rights of PDF therein and (iii) no Person has infringed, misappropriated or otherwise violated, or is infringing, misappropriating or otherwise violating, any Intellectual Property owned, licensed or used by PDF.

(d) Except as set forth in Section 3.9(d) of the PDF Disclosure Schedule, each item of Intellectual Property owned, licensed or used by PDF will, immediately subsequent to the Closing Date, be owned, licensed or available for use by PDF on such terms as are identical to those pursuant to which PDF, immediately prior to the Closing Date, owns, licenses or has the right to use such item.

(e) Except as set forth in Section 3.9(e) of the PDF Disclosure Schedule, no government funding or facilities, or any funding or facilities of any university, college or other institution of higher education, were used in the development of any Intellectual Property owned or used by PDF.

(f) PDF has taken all reasonable measures to safeguard and maintain the confidentiality and value of all trade secrets and confidential processes, procedures, strategies, models, modules, business methods, know how, data and other confidential information, data and materials owned by or licensed to PDF or otherwise used in the PDF Activities.

(g) The Systems used by PDF are reasonably sufficient for the operation of the PDF Activities as currently conducted and for the reasonably anticipated needs of the PDF Activities. PDF has arranged for disaster recovery and backup services sufficient to comply with all applicable Laws and adequate to meet its needs in the event the performance of any of its Systems or any material component thereof is temporarily or permanently impeded or degraded due to any natural disaster or other event outside the reasonable control of PDF. During the five (5) years prior to the Closing Date, no error, defect or other event has caused a material disruption, degradation or failure of any of the Systems and there has been no unauthorized intrusion or breach of the security of any of the Systems.

Section 3.10 Material Contracts.

(a) Section 3.10(a) of the PDF Disclosure Schedule contains a correct and complete list of all Contracts (the "Material Contracts") pursuant to which PDF is a party, is subject, or has any rights or benefits or undertakes any obligations or liabilities, in each case that:

(i) has a duration of one (1) year or more and is not terminable without penalty upon ninety (90) days or less prior written notice by any party thereto;

(ii) requires or could reasonably be expected to require any party thereto to pay \$25,000 or more;

(iii) constitutes a research grant, award or commitment which obligates PDF to pay \$25,000 or more;

(iv) constitutes an agreement with a Governmental Authority;

(v) contains any noncompetition or nonsolicit covenant or exclusivity arrangement;

(vi) constitutes a lease, sublease, license or other agreement under which PDF uses or occupies or has the right to use or occupy, now or in the future, any real property;

(vii) constitutes a lease agreement providing for the leasing of material personal property primarily used in, or held for use primarily in connection with, the PDF Activities and its operations;

(viii) constitutes (1) a trust indenture, mortgage, promissory note, loan agreement, security agreement, pledge agreement, deed of trust, guarantee, keep-well agreement or other Contract for the borrowing of money or guarantee of obligations; (2) a letter of credit or surety, indemnity, performance or similar bond or (3) a Contract to share Tax liability with any Person;

(ix) constitutes a joint venture, partnership or similar Contract involving a sharing of profits or expenses (including, but not limited to, joint research and development and joint marketing Contracts);

(x) constitutes an asset transfer agreement or other acquisition or divestiture agreement, including, but not limited to, any agreement relating to the sale, lease or disposal of any asset or property of PDF or involving continuing indemnity or other obligations;

(xi) constitutes any Contract under which any Liens exist with respect to any asset or property of PDF;

(xii) constitutes (1) any Contract involving a PDF Affiliate Transaction and (2) any outstanding Contract with any former employees, officers, consultants or trustees;

(xiii) constitutes a Contract whereby PDF grants, or is granted, any rights to any Intellectual Property, other than (1) nondisclosure and confidentiality agreements entered into in the Ordinary Course of Business consistent with past practices and (2) non-negotiated, end-user licenses for generally available Software for which the aggregate annual fees are less than \$25,000;

(xiv) constitutes any other Contract that is material to the PDF Activities or

(xv) constitutes a Contract entered into by PDF relating primarily to the PDF Activities and its operations other than in the Ordinary Course of Business.

Each of PDF's Material Contracts is in full force and effect and constitutes a valid and binding obligation of PDF enforceable against PDF in accordance with its terms and, to PDF's Knowledge, each other party thereto. PDF is not and, to PDF's Knowledge, no other party

thereto is, in breach or default under any of the Material Contracts and no event has occurred that with the passage of time or the giving of notice will result in a breach or default. PDF has not given and it has not received from any other Person, any notice or other communication (whether written or oral) regarding any actual or potential violation or breach of, default under, termination of or refusal to renew, any Material Contract. Except as set forth on Section 3.10(a) of the PDF Disclosure Schedule, none of the Material Contracts requires the consent of any other party thereto in connection with the Transactions.

(b) The Material Contracts constitute all of the Contracts that are necessary to conduct the PDF Activities in the Ordinary Course of Business. PDF has included in the data room created by the Parties for the Combination (the "Data Room"), as of the date that is one (1) Business Day prior to the date hereof, true, correct and complete copies, including all amendments, supplements and modifications, of all of the Material Contracts.

Section 3.11 Grants and Pledges.

(a) Section 3.11(a) of the PDF Disclosure Schedule sets forth a true and complete list, including amounts and dates payable, of all outstanding pledges and grants of funds, assets and other funding commitments ("Funding Commitments") in excess of \$25,000 that have been awarded to PDF by any Person. Except as disclosed in Section 3.11(a) of the PDF Disclosure Schedule, PDF has not received from any Person notice that any Funding Commitment has been refused, withdrawn, reconsidered or reduced and, to PDF's Knowledge, no Person who has made a Funding Commitment to PDF intends to refuse, withdraw, reconsider or reduce such Funding Commitment. PDF is not aware of any reason that such Funding Commitments will not be paid in accordance with its terms.

(b) Section 3.11(b) of the PDF Disclosure Schedule sets forth a true and complete list, including amounts and dates payable, of all outstanding applications submitted to any Person by PDF during the past twelve (12) months requesting Funding Commitments in excess of \$10,000. PDF has received no notice from any Person listed in Section 3.11(b) of the PDF Disclosure Schedule that such Person has refused or will refuse to accept all or part of the Funding Commitments requested. PDF is not aware of any reason why any Person would refuse to accept the Funding Commitments requested.

(c) Section 3.11(c) of the PDF Disclosure Schedule sets forth a true and complete list, including amounts and dates paid, of all donations received by PDF in excess of \$2,500 during the past three (3) years, and the name and zip code of all such donors.

Section 3.12 Affiliate Transactions. Except as set forth in Section 3.12 of the PDF Disclosure Schedule:

(a) Within the last seven (7) years, PDF has not, directly or indirectly, (i) purchased, leased or otherwise acquired any property or obtained any services from an Affiliate of PDF; (ii) sold, transferred, leased or otherwise disposed of any property or

furnished any services to an Affiliate of PDF; (iii) received any payment or other benefit from or provided any payment or other benefit to an Affiliate of PDF; (iv) loaned or advanced any amount to an Affiliate of PDF or (v) entered into any Contract or other transaction or arrangement with any Affiliate of PDF (each, a “PDF Affiliate Transaction”). Notwithstanding the foregoing, the term “PDF Affiliate Transaction” does not include compensation paid to an employee or independent contractor in respect of duties performed in the Ordinary Course of Business on an arm’s length basis.

(b) PDF is not a party to any Contract or other transaction or arrangement with any Affiliate of PDF.

(c) To the Knowledge of PDF, no Affiliate of PDF, directly or indirectly, has any cause of action or other claim whatsoever against PDF, except for claims arising in the Ordinary Course of Business on such as for accrued vacation pay, or accrued benefits under Employee Benefit Plans.

Section 3.13 Employees and Benefits.

(a) PDF has included in the Data Room as of the date that is one (1) Business Day prior to the date hereof: (i) a correct and complete list of each PDF employee as of the date hereof, giving name, job title, date of hire, status as full-time or part-time, status as exempt or non-exempt, current compensation paid or payable, and accrued but unused sick and vacation leave; and (ii) with respect to each PDF Employee Benefit Plan (in each case as applicable): (1) the plan document (or a description if such Employee Benefit Plan is not written), (2) the current IRS determination, opinion or advisory letter, (3) the current summary plan description and any summary of material modifications, (4) the most recent annual report, (5) each current trust agreement, custody agreement, insurance or annuity contract and other document relating to the funding or payment of benefits, (6) the most recently prepared actuarial report and financial statements and (7) a correct and complete list of each independent contractor providing services to PDF, along with the nature of the services performed and a copy of any Contract with such independent contractor.

(b) Section 3.13(b) of the PDF Disclosure Schedule lists each PDF Employee Benefit Plan.

(c) Each PDF Employee Benefit Plan (i) has been established, maintained and administered in compliance in all material respects with its terms and applicable Laws, including applicable provisions of ERISA and the Code and (ii) if intended to be qualified under Section 401(a) of the Code, has received a favorable determination or prototype opinion letter from the Internal Revenue Service that the PDF Employee Benefit Plan is so qualified and the trust related thereto is exempt from federal income Taxes under Section 501(a) of the Code, and no circumstance exists that could reasonably be expected to adversely affect the qualified status of any such PDF Employee Benefit Plan or the tax-exempt status of any related trust.

(d) Neither the execution and delivery of this Agreement nor the consummation of the Transactions will (either alone or in conjunction with any other event, such as termination of employment): (i) result in any payment becoming due to any employee, officer, director, contractor or service provider of PDF or any of its Employer Affiliates; (ii) increase any benefits to any such Person; (iii) result in any acceleration of the time of payment, funding or vesting of any such benefits to any such Person or (iv) result in an obligation to accelerate the funding of, or contribution to, any PDF Employee Benefit Plan.

(e) No PDF Employee Benefit Plan provides for post-employment health insurance benefits except as required by Section 4980B of the Code. Neither PDF nor any of its Employer Affiliates has an obligation to contribute to or any liability with respect to any "multiemployer plan" (as defined in Section 4001(a)(3) of ERISA), any "pension plan" (as defined in Section 3(2) of ERISA) that is subject to Section 412 of the Code or Title IV of ERISA or any "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA), and no condition exists that could reasonably be expected to present a material risk to PDF or any of its Employer Affiliates of incurring any such liability.

(f) With respect to any PDF Employee Benefit Plan, except as would not reasonably be expected to result in material liability to PDF and its Employer Affiliates, (i) no claims (other than routine claims for benefits) are pending or, to the Knowledge of PDF, threatened, and (ii) no administrative investigation, audit or other administrative Proceeding by any Governmental Authority is pending, in progress or, to the Knowledge of PDF, threatened.

(g) No individual who has performed services for PDF or any of its Employer Affiliates has been improperly excluded from participation in any PDF Employee Benefit Plan and PDF has no direct or indirect liability with respect to any misclassification of any Person providing services to PDF. No PDF Employee Benefit Plan covers any Person (or their respective beneficiaries) outside of the United States.

(h) PDF is not and has not been: (i) a "contractor" or "subcontractor" (as defined by Executive Order 11246), (ii) required to comply with Executive Order 11246 or (iii) required to maintain an affirmative action plan.

Section 3.14 Insurance. PDF is, and at all times during the past three (3) years has been, insured with reputable insurers (or self-insured) against all risks normally insured against by companies in similar lines of business, and all of the insurance policies and bonds required to be maintained by PDF are in full force and effect.

Section 3.15 Absence of Certain Changes. Except as contemplated by this Agreement or as provided in Section 3.15 of the PDF Disclosure Schedule, since July 1, 2015, (i) PDF has conducted the PDF Activities in the Ordinary Course of Business; (ii) there has not been any change in the operations of PDF, or in the financial position and the results of operations and cash flows of PDF, or in the assets or liabilities of PDF, each as reflected in the PDF Audited Financial Statements, or any damage, destruction or loss, whether or not covered by insurance,

which has had or is reasonably likely to have a Material Adverse Effect and (iii) except in the Ordinary Course of Business, PDF has not incurred any liabilities or obligations, or purchased or otherwise acquired or subjected to any Lien, sold or transferred, any of its assets, tangible or intangible, or cancelled any debts or claims, or suffered any extraordinary losses, or waived any rights of value, or entered into any other transaction. Without limiting the generality of the foregoing, except as provided in Section 3.15 of the PDF Disclosure Schedule, since July 1, 2015, PDF has not, directly or indirectly, taken any of the following actions:

(a) other than in connection with this Agreement, amended or otherwise changed its Organizational Documents;

(b) other than in connection with this Agreement, acquired (by merger, consolidation or acquisition of interests or stock) any corporation, partnership or other organization or division thereof or collection of assets constituting all or substantially all of a business or a business unit;

(c) other than in connection with this Agreement, restructured, reorganized or completely or partially liquidated, dissolved or commenced bankruptcy or similar Proceedings, or, in each case, adopted a plan relating to such action or taken steps which are likely to result in the involuntary commencement of such action, or otherwise entered into any agreement or arrangement imposing material changes or restrictions on the operation of the PDF Activities;

(d) other than in the Ordinary Course of Business, sold, transferred, leased, subleased, licensed, relinquished, surrendered or otherwise disposed of any of its material assets, or otherwise sold all or substantially all of its assets;

(e) engaged in any PDF Affiliate Transaction;

(f) (i) incurred any indebtedness for borrowed money; (ii) assumed, guaranteed, endorsed or otherwise became liable or responsible (whether directly, contingently or otherwise) for the obligations of any other Person; (iii) made any loans, advances or capital contributions to, or investments in, any other Person or (iv) mortgaged or pledged, or otherwise created any Lien upon, its assets;

(g) authorized any single capital expenditure which is in excess of \$25,000 or capital expenditures which are, in the aggregate, in excess of \$50,000;

(h) other than in the Ordinary Course of Business, (i) increased the compensation payable or to become payable to its trustees, consultants, officers, employees or independent contractors or (ii) established, adopted, entered into or amended any PDF Employee Benefit Plan (other than any amendment required by Law);

(i) terminated, established or amended any Employee Benefit Plan;

(j) taken any action, other than actions in the Ordinary Course of Business, with respect to accounting policies or procedures;

(k) paid, discharged, satisfied, settled, compromised, waived, released or assigned any suit, claim, liability or obligation, other than the payment, discharge or satisfaction, in the Ordinary Course of Business, of liabilities reflected or reserved against in the PDF Financial Statements or subsequently incurred in the Ordinary Course of Business;

(l) failed to obtain or renew all Permits necessary to conduct the PDF Activities in the manner in which they are presently conducted or will be conducted, in accordance with the ordinances, rules, requirements and regulations of any Governmental Authority having jurisdiction over the PDF Activities in all material respects; or

(m) taken any action that would cause it to lose or to fail to maintain the PDF Tax Status or refrained from taking any action necessary to maintain the PDF Tax Status.

Section 3.16 No Brokers, etc. No broker, finder or investment banker is entitled to any brokerage, finder's or other similar fee or commission in connection with the Transactions based upon arrangements made by or on behalf of PDF.

Section 3.17 Chapters. Except as provided in Section 3.17 of the PDF Disclosure Schedule:

(a) PDF does not have any Chapters (whether wholly owned or otherwise) nor any joint ventures or other similar arrangements with any entity;

(b) PDF has no continuing or ongoing obligations or arrangements with respect to any Chapter and no amounts are due and owing by PDF to any Chapter;

(c) no unifications, mergers or other similar transactions have been undertaken by PDF within the last two (2) years.

Section 3.18 Columbia University and Rush University. Section 3.18 of the PDF Disclosure Schedule sets forth (i) all grants and other amounts paid to Columbia University or Rush University, any of their respective Affiliates or any doctor or other researcher at any such university from July 1, 2015 through the date hereof and (ii) all grants and other amounts to be paid to Columbia University or Rush University, any of their respective Affiliates or any doctor or other researcher at any such University that have been awarded or approved by PDF or committed or promised (whether or not such promise is legally binding) to be paid by PDF (or otherwise indicated would be paid by PDF) (x) at any time on or after the date hereof and prior to June 30, 2016 or (y) at any time after June 30, 2016.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF NPF

NPF represents and warrants to PDF that, except as and to the extent set forth in a disclosure schedule (the "NPF Disclosure Schedule") delivered to PDF on or prior to the date hereof setting forth additional exceptions specified therein to the representations and warranties

contained in this ARTICLE IV, which NPF Disclosure Schedule shall identify exceptions by specific Section references:

Section 4.1 Organization; Qualification; Authorization; Organizational Documents.

(a) NPF is a not-for-profit corporation duly organized, validly existing and in good standing under the Laws of the State of Florida and has the full corporate power and authority necessary to conduct all of the NPF Activities as they are now being conducted and to own or lease all of the assets owned or leased by it.

(b) NPF is (i) qualified to do business as a foreign corporation in the jurisdictions specified in Section 4.1(i) of the NPF Disclosure Schedule and (ii) licensed to solicit charitable contributions in the jurisdictions specified in Section 4.1(ii) of the NPF Disclosure Schedule. The jurisdictions listed in Section 4.1(i) of the NPF Disclosure Schedule and Section 4.1(ii) of the NPF Disclosure Schedule are the only jurisdictions in which the nature of the NPF Activities or the character of the property NPF owns, leases or operates requires NPF to be so qualified or licensed, as applicable.

(c) NPF has the full right and corporate power to execute, deliver and perform this Agreement and the Transaction Documents to which NPF is or will be a party, to consummate the Transactions and to comply with the terms, conditions and provisions of this Agreement and the Transaction Documents to which NPF is or will be a party. This Agreement constitutes, and when executed and delivered, the Transaction Documents to which NPF is a party will constitute, the legal, valid and binding obligation of NPF enforceable against it in accordance with their terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium and other Laws affecting creditors' rights generally from time to time in effect and to general equitable principles.

(d) NPF has made available to PDF, prior to the execution of this Agreement, complete and correct copies of NPF's Organizational Documents. NPF is not in default under or in violation of any provision of its Organizational Documents.

Section 4.2 Tax Matters.

(a) NPF is qualified as a tax-exempt organization under Section 501(c)(3) of the Code ("NPF's Tax Status") and is subject only to those Taxes (as defined below) to which entities exempt from Tax under Section 501(c)(3) of the Code are subject. NPF has delivered to PDF a true and correct copy of the original and current Internal Revenue Service Determination Letter recognizing NPF's Tax Status. NPF's Tax Status remains effective and has not been revoked or challenged.

(b) NPF (i) is not a "private foundation," as defined in Section 509(a) of the Code and (ii) does not have a material amount of "unrelated business taxable income."

(c) NPF is not under examination or audit by, nor has it received or been threatened by any questions or notice from, any Taxing Authorities or other Governmental Authority with jurisdiction over not-for-profit entities and their operations, including, without limitation, any state attorney general, with respect to NPF's Tax Status

or any other matter, and has not granted any waiver of any statute of limitations with respect to any such examination or audit.

(d) NPF has duly and timely filed all Tax Returns required (by Law, election or otherwise) to be filed by it through the date of this Agreement with respect to any and all federal, state or the District of Columbia or any of their respective political subdivisions, or any other applicable Taxes imposed by any other Law to which NPF is subject, for all Tax Periods ending on or prior to the date of this Agreement. Each Tax Return was true, correct and complete as filed in all material respects. NPF has duly and timely paid in full all Taxes shown or required to be shown as due on each Tax Return except for Taxes which NPF is contesting in good faith and for which it has made adequate reserves.

(e) NPF has not engaged in any activity which, if brought to the attention of any Taxing Authority, would be likely to cause such Taxing Authority to question or revoke NPF's Tax Status or impose any Tax or penalty and NPF is not aware of any basis for any such action.

(f) NPF has no deficiency or any other unsatisfied liability with respect to any Taxes that are due and payable, whether or not assessed, which is not fully disclosed and adequately provided for in the NPF Audited Financial Statements set forth in Section 4.6 of the NPF Disclosure Schedule.

(g) Except as set forth on Section 4.2(g) of the NPF Disclosure Schedule, within the prior three (3) years, NPF has not had an office or other place of business in the State of New York and was not doing business in the State of New York (other than any solicitation of funds permitted under the laws of State of New York).

Section 4.3 Title to Assets. Except as disclosed on Section 4.3 of the NPF Disclosure Schedule, NPF has good and marketable title to all of its assets, free and clear of all Liens of any kind and nature other than the Permitted Liens, including all the properties and assets reflected in the NPF Audited Financial Statements and all such material properties and assets purchased or received by NPF for its use and benefit since the date of the NPF Audited Financial Statements. Except as set forth in Section 4.3 of the NPF Disclosure Schedule, all personal property and assets have no known material defects and are in good operating condition and repair and are adequate for the uses to which they are being put. None of such personal property and assets is in need of maintenance or repairs except for ordinary, routine maintenance and repairs, which are not material in nature or cost. NPF owns, holds pursuant to valid and enforceable leases, or has the valid and enforceable right to use, all assets, tangible or intangible, necessary for the conduct of the NPF Activities as presently conducted.

Section 4.4 Absence of Default. Except as set forth on Section 4.4 of the NPF Disclosure Schedule, none of the execution, delivery or performance by NPF of this Agreement or the Transaction Documents to which NPF is or will be a party, the consummation of the Transactions by NPF or the operation of the NPF Activities immediately following the Closing will:

- (a) create (or cause the acceleration of the maturity of) any material liability affecting NPF or the NPF Activities;
- (b) result in the creation or imposition of any Lien upon any asset of NPF;
- (c) violate or conflict with any term, condition or provision of, the articles of incorporation or bylaws of NPF;
- (d) violate, conflict with, result in a breach of or constitute (with or without notice or lapse of time or both) a material default under, or an event which would give rise to any right of notice, modification, acceleration, payment, cancellation or termination under, or in any manner release any party thereto from any obligation under any Material Contract, NPF Permit or other commitment or instrument to which NPF is a party or by which NPF is bound;
- (e) violate, conflict with or result in a breach of any restrictions on the NPF Restricted Assets;
- (f) violate, conflict with, result in a breach of or constitute (with or without notice or lapse of time or both) a default under, any judgment, decree, order, regulation or rule of any court or regulatory authority or any other Governmental Authority applicable to NPF or the NPF Activities; or
- (g) violate or conflict with or result in a breach of any Law applicable to NPF or the NPF Activities.

Section 4.5 Compliance With Law: Permits.

- (a) NPF is, and for the last five (5) years has been, operated in compliance in all material respects with applicable Laws. All information filed with or provided to each Governmental Authority exercising regulatory jurisdiction over NPF as a public charity, including filings in connection with any prior or pending investigation, inquiry or Proceeding before such Governmental Authority, was true, correct and complete and complied with applicable Law. No event has occurred or circumstance exists that would reasonably be expected to constitute or result in a material violation by NPF of any applicable Law. NPF has not received any written notice from any Governmental Authority or any other Person regarding any actual or potential material violation of, or material failure to comply with, any applicable Law.
- (b) Section 4.5 of the NPF Disclosure Schedule sets forth a list of all Permits (and expiration dates thereof) held by NPF (the "NPF Permits"). NPF has all Permits necessary to conduct the NPF Activities in the manner in which they are presently

conducted. NPF has fulfilled and performed in all material respects its obligations specified in each NPF Permit and no event has occurred or condition or state of facts exists that constitutes or, after notice or lapse of time or both, would constitute grounds for revocation or termination of any such Permit, or for the determination of noncompliance therewith or with any Law applicable to NPF in its capacity as a public charity, or the imposition of any restriction or limitation that, in either case, would have a Material Adverse Effect. Except as set forth on Section 4.5 of the NPF Disclosure Schedule, the NPF Permits are in full force and effect in accordance with their respective terms and have not been revoked, suspended, cancelled, rescinded or terminated, have not expired, and are not subject to any conditions except for conditions that would not materially impair the operation of NPF.

Section 4.6 Financial Statements.

(a) Section 4.6(a) of the NPF Disclosure Schedule contains a true and correct copy of PDF's (i) audited statement of financial position as of June 30, 2014 and June 30, 2015, and audited statement of activities, statement of functional expenses and statement of cash flows for the fiscal year then ended (the "NPF Audited Financial Statements") and (ii) an unaudited statement of financial position as of March 31, 2016, and unaudited statement of activities, statement of functional expenses and statement of cash flows as for the nine (9)-month period then ended (collectively, the "NPF Interim Financial Statements," and together with the NPF Audited Financial Statements, the "NPF Financial Statements"). The NPF Audited Financial Statements (i) have been prepared in accordance with GAAP, applied on a consistent basis throughout the periods covered thereby, and (ii) fairly present, in all material respects, the financial position and the changes in its net assets and its cash flows at and as of the dates or for the periods indicated. The NPF Interim Financial Statements (i) have been prepared in accordance with GAAP, applied on a consistent basis throughout the periods covered thereby, and (ii) fairly present, in all material respects, the financial position and the changes in its net assets and its cash flows at and as of the dates or for the periods indicated, as applicable.

(b) The Books and Records of NPF are true and correct, represent actual, bona fide transactions and have been maintained in accordance with sound business practices, including the maintenance of a system of adequate controls. There are no off-balance sheet transactions, arrangements, obligations or relationships to which NPF is a party or bound.

(c) Section 4.6(c) of the NPF Disclosure Schedule contains a true and correct statement of NPF's investment portfolio fund balance as of January 31, 2016.

(d) Exhibit C sets forth the NPF Restricted Assets as of January 31, 2016, including a detailed description of such restrictions (e.g., whether such NPF Restricted Assets are temporarily or permanently restricted and whether such NPF Restricted Assets are restricted by purpose or time). NPF is entitled to assign to PDF all of the NPF Restricted Assets and such assignment will not violate any restrictions placed on the NPF Restricted Assets and will not impair or restrict the NPF Restricted Assets in PDF's

hands in any manner whatsoever, other than NPF must utilize those assets in accordance with the restrictions set forth on Exhibit C.

Section 4.7 No Undisclosed Liabilities.

Except as disclosed on Section 4.7 of the NPF Disclosure Schedule, NPF has no liabilities or obligations of any nature (including, without limitation, any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured, absolute, accrued, contingent or otherwise and whether due or to become due) except:

- (i) liabilities or obligations as and to the extent reflected, accrued or reserved against as set forth in the NPF Financial Statements;
- (ii) liabilities incurred since the most recent date of the NPF Financial Statements in the Ordinary Course of Business; and
- (iii) liabilities that are not, in the aggregate, material.

Section 4.8 Litigation.

(a) Except as disclosed in Section 4.8 of the NPF Disclosure Schedule, there is no Proceeding pending or, to the Knowledge of NPF, threatened (and NPF has no Knowledge of any circumstances that may give rise thereto) against or affecting NPF, or which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the Transactions.

(b) There are no outstanding orders, injunctions or decrees of any Governmental Authority which (i) may have a Material Adverse Effect on the ability of NPF to acquire any property or conduct business in any area; (ii) that restrict the ownership, disposition or use of NPF's assets or the conduct of the NPF Activities or (iii) which may have an adverse effect on the ability of NPF to consummate the Combination and Transactions.

Section 4.9 Intellectual Property.

(a) Section 4.9(a) of the NPF Disclosure Schedule sets forth a true, correct and complete list of all of the following owned by, or registered or filed in the name of, NPF: (i) active patents and currently pending patent applications; (ii) active trademark and service mark registrations and currently pending applications for registration of trademarks and/or service marks; (iii) unregistered trademarks and service marks material to the NPF Activities; (iv) active copyright registrations and currently pending applications for registration; (v) active Internet domain name registrations and active social media sites and handles and (vi) Software and databases material to the NPF Activities; and specifies, in each instance, the specific owner thereof, and, to the extent applicable, the registration, application, serial or patent number thereof, the date of registration and/or filing thereof, and the jurisdiction in which such item is filed or

registered. All such items are currently in the name of NPF, and, to the extent applicable, all maintenance fees and other fees in respect thereof have been duly paid in a timely fashion, and all such items are in good standing and in full force and effect.

(b) Except as set forth in Section 4.9(b) of the NPF Disclosure Schedule, NPF owns or has a valid right to use pursuant to a written Contract, in the manner currently used in the NPF Activities, free and clear of all Liens other than Permitted Liens, and all Intellectual Property necessary to conduct the NPF Activities as currently conducted.

(c) Except as set forth in Section 4.9(c) of the NPF Disclosure Schedule: (i) none of the Intellectual Property owned by NPF, or any other Intellectual Property licensed or used by NPF, nor NPF's conduct of the NPF Activities, has infringed, misappropriated or otherwise violated, or infringes, misappropriates or otherwise violates, the Intellectual Property of any Person; (ii) NPF has not received notice of any Proceedings (including any oppositions, interferences or re-examinations) or other allegations asserting the invalidity, misuse or unenforceability of any of Intellectual Property owned, licensed or used by NPF, contesting NPF's ownership thereof or rights to use such Intellectual Property, or otherwise challenging the validity, enforceability, registrability or other rights of NPF therein and (iii) no Person has infringed, misappropriated or otherwise violated, or is infringing, misappropriating or otherwise violating, any Intellectual Property owned, licensed or used by NPF.

(d) Except as set forth in Section 4.9(d) of the NPF Disclosure Schedule, each item of Intellectual Property owned, licensed or used by NPF will, immediately subsequent to the Closing Date, be owned, licensed or available for use by NPF on such terms as are identical to those pursuant to which NPF, immediately prior to the Closing Date, owns, licenses or has the right to use such item.

(e) Except as set forth in Section 4.9(e) of the NPF Disclosure Schedule, no government funding or facilities, or any funding or facilities of any university, college or other institution of higher education, were used in the development of any Intellectual Property owned or used by NPF.

(f) NPF has taken all reasonable measures to safeguard and maintain the confidentiality and value of all trade secrets and confidential processes, procedures, strategies, models, modules, business methods, know how, data and other confidential information, data and materials owned by or licensed to NPF or otherwise used in the NPF Activities.

(g) The Systems used by NPF are reasonably sufficient for the operation of the NPF Activities as currently conducted and for the reasonably anticipated needs of the NPF Activities. NPF has arranged for disaster recovery and backup services sufficient to comply with all applicable Laws and adequate to meet its needs in the event the performance of any of its Systems or any material component thereof is temporarily or permanently impeded or degraded due to any natural disaster or other event outside the reasonable control of NPF. During the five (5) years prior to the Closing Date, no error, defect or other event has caused a material disruption, degradation or failure of any of the

Systems and there has been no unauthorized intrusion or breach of the security of any of the Systems.

Section 4.10 Material Contracts.

(a) Section 4.10(a) of the NPF Disclosure Schedule contains a correct and complete list of all Contracts (the "Material Contracts") pursuant to which NPF is a party, is subject, or has any rights or benefits or undertakes any obligations or liabilities, in each case that:

(i) has a duration of one (1) year or more and is not terminable without penalty upon ninety (90) days or less prior written notice by any party thereto;

(ii) requires or could reasonably be expected to require any party thereto to pay \$25,000 or more;

(iii) constitutes a research grant, award or commitment which obligates NPF to pay \$25,000 or more;

(iv) constitutes an agreement with a Governmental Authority;

(v) contains any noncompetition or nonsolicit covenant or exclusivity arrangement;

(vi) constitutes a lease, sublease, license or other agreement under which NPF uses or occupies or has the right to use or occupy, now or in the future, any real property;

(vii) constitutes a lease agreement providing for the leasing of material personal property primarily used in, or held for use primarily in connection with, the NPF Activities and its operations;

(viii) constitutes (1) a trust indenture, mortgage, promissory note, loan agreement, security agreement, pledge agreement, deed of trust, guarantee, keep-well agreement or other Contract for the borrowing of money or guarantee of obligations; (2) a letter of credit or surety, indemnity, performance or similar bond or (3) a Contract to share Tax liability with any Person;

(ix) constitutes a joint venture, partnership or similar Contract involving a sharing of profits or expenses (including, but not limited to, joint research and development and joint marketing Contracts);

(x) constitutes an asset transfer agreement or other acquisition or divestiture agreement, including, but not limited to, any agreement relating to the sale, lease or disposal of any asset or property of NPF or involving continuing indemnity or other obligations;

(xi) constitutes any Contract under which any Liens exist with respect to any asset or property of NPF;

(xii) constitutes (1) any Contract involving an NPF Affiliate Transaction and (2) any outstanding Contract with any former employees, officers, consultants or trustees;

(xiii) constitutes a Contract whereby NPF grants, or is granted, any rights to any Intellectual Property, other than (1) nondisclosure and confidentiality agreements entered into in the Ordinary Course of Business consistent with past practices and (2) non-negotiated, end-user licenses for generally available Software for which the aggregate annual fees are less than \$25,000;

(xiv) constitutes any other Contract that is material to the NPF Activities or

(xv) constitutes a Contract entered into by NPF relating primarily to the NPF Activities and its operations other than in the Ordinary Course of Business.

Each of NPF's Material Contracts is in full force and effect and constitutes a valid and binding obligation of NPF enforceable against NPF in accordance with its terms and, to NPF's Knowledge, each other party thereto. NPF is not and, to NPF's Knowledge, no other party thereto is, in breach or default under any of the Material Contracts and no event has occurred that with the passage of time or the giving of notice will result in a breach or default. NPF has not given and it has not received from any other Person, any notice or other communication (whether written or oral) regarding any actual or potential violation or breach of, default under, termination of or refusal to renew, any Material Contract. Except as set forth on Section 4.10(a) of the NPF Disclosure Schedule, none of the Material Contracts requires the consent of any other party thereto in connection with the Transactions.

(b) The Material Contracts constitute all of the Contracts that are necessary to conduct the NPF Activities in the Ordinary Course of Business. True, correct and complete copies, including all amendments, supplements and modifications, of all of the Material Contracts have been included by NPF in the Data Room as of the date that is one (1) Business Day prior to the date hereof.

Section 4.11 Grants and Pledges.

(a) Section 4.11(a) of the NPF Disclosure Schedule sets forth a true and complete list, including amounts and dates payable, of all Funding Commitments in excess of \$25,000 that have been awarded to NPF by any Person. Except as disclosed in Section 4.11(a) of the NPF Disclosure Schedule, NPF has not received from any Person notice that any Funding Commitment has been refused, withdrawn, reconsidered or reduced and, to NPF's Knowledge, no Person who has made a Funding Commitment to NPF intends to refuse, withdraw, reconsider or reduce such Funding Commitment. NPF is not aware of any reason that such Funding Commitments will not be paid in accordance with its terms.

(b) Section 4.11(b) of the NPF Disclosure Schedule sets forth a true and complete list, including amounts and dates payable, of all outstanding applications submitted to any Person by NPF during the past twelve (12) months requesting Funding Commitments in excess of \$10,000. NPF has received no notice from any Person listed in Section 4.11(b) of the NPF Disclosure Schedule that such Person has refused or will refuse to accept all or part of the Funding Commitments requested. NPF is not aware of any reason why any Person would refuse to accept the Funding Commitments requested.

(c) Section 4.11(c) of the NPF Disclosure Schedule sets forth a true and complete list, including amounts and dates paid, of all donations received by NPF in excess of \$2,500 during the past three (3) years, and the name and zip code of all such donors.

Section 4.12 Affiliate Transactions. Except as set forth in Section 4.12 of the NPF Disclosure Schedule and except with respect to Chapters of NPF:

(a) Within the last seven (7) years, NPF has not, directly or indirectly, (i) purchased, leased or otherwise acquired any property or obtained any services from an Affiliate of NPF; (ii) sold, transferred, leased or otherwise disposed of any property or furnished any services to an Affiliate of NPF; (iii) received any payment or other benefit from or provided any payment or other benefit to an Affiliate of NPF; (iv) loaned or advanced any amount to an Affiliate of NPF or (v) entered into any Contract or other transaction or arrangement with any Affiliate of NPF (each, a "NPF Affiliate Transaction"). Notwithstanding the foregoing, the term "NPF Affiliate Transaction" does not include compensation paid to an employee or independent contractor in respect of duties performed in the Ordinary Course of Business on an arm's length basis.

(b) NPF is not a party to any Contract or other transaction or arrangement with any Affiliate of NPF.

(c) To the Knowledge of NPF, no Affiliate of NPF, directly or indirectly, has any cause of action or other claim whatsoever against NPF, except for claims arising in the Ordinary Course of Business on such as for accrued vacation pay, or accrued benefits under Employee Benefit Plans.

Section 4.13 Employees and Benefits.

(a) NPF has included in the Data Room as of the date that is one (1) Business Day prior to the date hereof: (i) a correct and complete list of each NPF employee as of the date that is five (5) Business Days prior to the date hereof, giving name, job title, date of hire, status as full time or part time, status as exempt or non-exempt, current compensation paid or payable, and accrued but unused sick and vacation leave; and (ii) with respect to each NPF Employee Benefit Plan (in each case as applicable): (1) the plan document (or a description if such Employee Benefit Plan is not written), (2) the current IRS determination, opinion or advisory letter, (3) the current summary plan description and any summary of material modifications, (4) the most recent annual report, (5) each current trust agreement, custody agreement, insurance or annuity contract and

other document relating to the funding or payment of benefits, (6) the most recently prepared actuarial report and financial statements and (7) a correct and complete list of each independent contractor providing services to NPF, along with the nature of the services performed and a copy of any Contract with such independent contractor.

(b) Section 4.13 of the NPF Disclosure Schedule lists each NPF Employee Benefit Plan.

(c) Each NPF Employee Benefit Plan (i) has been established, maintained and administered in compliance in all material respects with its terms and applicable Laws, including applicable provisions of ERISA and the Code and (ii) if intended to be qualified under Section 401(a) of the Code, has received a favorable determination or prototype opinion letter from the Internal Revenue Service that the NPF Employee Benefit Plan is so qualified and the trust related thereto is exempt from federal income Taxes under Section 501(a) of the Code, and no circumstance exists that could reasonably be expected to adversely affect the qualified status of any such NPF Employee Benefit Plan or the tax-exempt status of any related trust.

(d) Except as set forth on Section 4.13 of the NPF Disclosure Schedule, neither the execution and delivery of this Agreement nor the consummation of the Transactions will (either alone or in conjunction with any other event, such as termination of employment): (i) result in any payment becoming due to any employee, officer, director, contractor or service provider of NPF or any of its Employer Affiliates; (ii) increase any benefits to any such Person; (iii) result in any acceleration of the time of payment, funding or vesting of any such benefits to any such Person or (iv) result in an obligation to accelerate the funding of, or contribution to, any NPF Employee Benefit Plan.

(e) No NPF Employee Benefit Plan provides for post-employment health insurance benefits except as required by Section 4980B of the Code. Neither NPF nor any of its Employer Affiliates has an obligation to contribute to or any liability with respect to any "multiemployer plan" (as defined in Section 4001(a)(3) of ERISA), any "pension plan" (as defined in Section 3(2) of ERISA) that is subject to Section 412 of the Code or Title IV of ERISA or any "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA), and no condition exists that could reasonably be expected to present a material risk to NPF or any of its Employer Affiliates of incurring any such liability.

(f) With respect to any NPF Employee Benefit Plan, except as would not reasonably be expected to result in material liability to NPF and its Employer Affiliates, (i) no claims (other than routine claims for benefits) are pending or, to the Knowledge of NPF, threatened, and (ii) no administrative investigation, audit or other administrative Proceeding by any Governmental Authority is pending, in progress or, to the Knowledge of NPF, threatened.

(g) No individual who has performed services for NPF or any of its Employer Affiliates has been improperly excluded from participation in any PDF Employee Benefit

Plan and NPF has no direct or indirect liability with respect to any misclassification of any Person providing services to NPF. No NPF Employee Benefit Plan covers any Person (or their respective beneficiaries) outside of the United States.

(h) NPF is not and has not been: (i) a “contractor” or “subcontractor” (as defined by Executive Order 11246), (ii) required to comply with Executive Order 11246 or (iii) required to maintain an affirmative action plan.

Section 4.14 Insurance. NPF is, and at all times during the past three (3) years has been, insured with reputable insurers (or self-insured) against all risks normally insured against by companies in similar lines of business, and all of the insurance policies and bonds required to be maintained by NPF are in full force and effect.

Section 4.15 Absence of Certain Changes. Except as contemplated by this Agreement or as provided in Section 4.15 of the NPF Disclosure Schedule, since July 1, 2015, (i) NPF has conducted the NPF Activities in the Ordinary Course of Business; (ii) there has not been any change in the operations of NPF or in the financial position and the results of operations and cash flows of NPF, or in the assets or liabilities of NPF, each as reflected in the NPF Audited Financial Statements, or any damage, destruction or loss, whether or not covered by insurance, which has had or is reasonably likely to have a Material Adverse Effect and (iii) except in the Ordinary Course of Business, NPF has not incurred any liabilities or obligations, or purchased or otherwise acquired or subjected to any Lien, sold or transferred, any of its assets, tangible or intangible, or cancelled any debts or claims, or suffered any extraordinary losses, or waived any rights of value, or entered into any other transaction. Without limiting the generality of the foregoing, except as provided in Section 4.15 of the NPF Disclosure Schedule, since July 1, 2015, NPF has not, directly or indirectly, taken any of the following actions:

(a) amended or otherwise changed its Organizational Documents;

(b) other than in connection with this Agreement, acquired (by merger, consolidation or acquisition of interests or stock) any corporation, partnership or other organization or division thereof or collection of assets constituting all or substantially all of a business or a business unit;

(c) other than in connection with this Agreement, restructured, reorganized or completely or partially liquidated, dissolved or commenced bankruptcy or similar Proceedings, or, in each case, adopted a plan relating to such action or taken steps which are likely to result in the involuntary commencement of such action, or otherwise entered into any agreement or arrangement imposing material changes or restrictions on the operation of the NPF Activities;

(d) other than in the Ordinary Course of Business, sold, transferred, leased, subleased, licensed, relinquished, surrendered or otherwise disposed of any of its material assets or otherwise sold all or substantially all of its assets;

(e) engaged in any NPF Affiliate Transaction;

(f) (i) incurred any indebtedness for borrowed money; (ii) assumed, guaranteed, endorsed or otherwise became liable or responsible (whether directly, contingently or otherwise) for the obligations of any other Person; (iii) made any loans, advances or capital contributions to, or investments in, any other Person or (iv) mortgaged or pledged, or otherwise created any Lien upon, its assets;

(g) authorized any single capital expenditure which is in excess of \$25,000 or capital expenditures which are, in the aggregate, in excess of \$50,000;

(h) other than in the Ordinary Course of Business, (i) increased the compensation payable or to become payable to its trustees, consultants, officers, employees or independent contractors or (ii) established, adopted, entered into or amended any NPF Employee Benefit Plan (other than any amendment required by Law);

(i) terminated, established or amended any Employee Benefit Plan (other than any amendment required by Law);

(j) taken any action, other than actions in the Ordinary Course of Business, with respect to accounting policies or procedures;

(k) paid, discharged, satisfied, settled, compromised, waived, released or assigned any suit, claim, liability or obligation, other than the payment, discharge or satisfaction, in the Ordinary Course of Business, of liabilities reflected or reserved against in the NPF Financial Statements or subsequently incurred in the Ordinary Course of Business;

(l) failed to obtain or renew all Permits necessary to conduct the NPF Activities in the manner in which they are presently conducted or will be conducted, in accordance with the ordinances, rules, requirements and regulations of any Governmental Authority having jurisdiction over the NPF Activities in all material respects; or

(m) taken any action that would cause it to lose or to fail to maintain the NPF Tax Status or refrained from taking any action necessary to maintain the NPF Tax Status.

Section 4.16 No Brokers, etc. No broker, finder or investment banker is entitled to any brokerage, finder's or other similar fee or commission in connection with the Transactions based upon arrangements made by or on behalf of NPF.

Section 4.17 Chapters. Except as provided in Section 4.17 of the NPF Disclosure Schedule (which shall set forth the name of the Chapter, the nature of the agreement, and any ongoing obligations of NPF with respect thereto):

(a) NPF has terminated each prior agreement, affiliation or other contract with any Chapter;

(b) no Chapter is entitled to use any property described in Section 4.9(a) of the NPF Disclosure Schedule or any other assets described in the last sentence of Section 4.3;

- (c) NPF has no Subsidiaries nor any joint ventures;
- (d) NPF has no continuing or ongoing obligations or arrangements with any Chapter and no amounts are due and owing by NPF to any Chapter; and
- (e) no unifications, mergers or other similar transactions have been undertaken by NPF within the last two (2) years.

ARTICLE V

COVENANTS

Section 5.1 Public Announcements. Any press releases, public statements or communications with employees or donors of either Party with respect to this Agreement or any of the Transactions, shall be approved by the Board.

Section 5.2 Closing Efforts. Each of the Parties shall use its commercially reasonable efforts to take all actions and to do all things necessary, proper or advisable to consummate the Transactions, including without limitation using its commercially reasonable efforts to ensure that (i) its representations and warranties in ARTICLE III and ARTICLE IV, as the case may be, remain true and correct in all material respects through the Closing Date and (ii) the conditions to the obligations of the other Parties to effect the Transaction in ARTICLE VI are satisfied.

Section 5.3 Employees; Employee Benefit Plans.

(a) Prior to the Closing, PDF shall make an offer of employment in writing to each individual who is employed (whether actively or upon leave) by NPF on the date hereof and remains employed by NPF as of immediately prior to the Closing (the "Pre-Closing NPF Employees"). Except as otherwise provided in this Agreement, each such offer of employment (which shall be in substantially the form set forth in Exhibit E hereof) shall provide that, immediately following the Closing, each Pre-Closing NPF Employee shall (i) be employed by the Combined Entity with the same job title and substantially similar duties and responsibilities with respect to the NPF division of the Combined Entity as applied to the Pre-Closing NPF Employee immediately prior to the Closing, (ii) receive the same base salary as was provided by NPF to the Pre-Closing NPF Employee immediately prior to the Closing, (iii) have an annual cash bonus opportunity for the year in which the Closing Date occurs that is substantially equal to the annual cash bonus opportunity in effect for the Pre-Closing NPF Employee immediately prior to the Closing, (iv) until such time as the Board determines that any of the NPF Employee Benefit Plans or the PDF Employee Benefit Plans should be terminated or modified, such Pre-Closing NPF Employee shall be eligible to receive the same rights and benefits under such NPF Employee Benefit Plans that are in effect for the Pre-Closing NPF Employee immediately prior to Closing and (v) not be entitled to participate in any plans of the Combined Entity that were PDF Employee Benefit Plans prior to the Combination as long as the corresponding NPF Employee Benefit Plans are applicable or available to such NPF Employee. Except as otherwise provided in this Agreement, each such offer of employment shall reference the NPF Employee Benefit Plans as in effect

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Survival. No representations or warranties contained in this Agreement or in any instrument delivered pursuant to this Agreement shall survive beyond the Closing Date. The covenants contained in this Agreement shall survive the Closing Date indefinitely, except for the covenants in Section 5.6 and Section 5.7, which shall not survive beyond the Closing Date.

Section 8.2 Amendment; Waiver; Remedies. Any provision of this Agreement may be amended, superseded, cancelled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by each of the Parties, or, in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any Party may otherwise have at law or in equity.

Section 8.3 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) delivered by a nationally recognized overnight courier service or U.S. mail; (iii) sent by facsimile transmission with a confirmation copy sent by overnight courier or (iv) transmitted by electronic mail, provided that receipt thereof is acknowledged via electronic mail. All notices, consents or other communications shall also be sent to Persons listed below as "with a copy to". Such communications, to be valid, must be addressed as follows:

If to PDF:

Parkinson's Disease Foundation, Inc.
1359 Broadway, Suite 1509
New York, New York 10018
Attention: Howard Morgan
Email: hmorgan@argandequity.com

with a copy to:

Parkinson's Foundation, Inc.
1359 Broadway, Suite 1509
New York, New York 10018
Attention: Chief Executive Officer

Diana Lopo & Marc Packer
Four Times Square
New York, New York 10036

diana.lopo@probonolaw.com
marc.packer@probonolaw.com

If to NPF:

National Parkinson Foundation, Inc.
200 SE First Street, Suite 800
Miami, Florida 33131
Attention: John Kozyak
Email: jk@kttlaw.com

With a copy to:

Kenneth W. Miller
Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, IL 60661-3693
Email: ken.miller@kattenlaw.com

or to such other address as the Person to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

Section 8.4 Entire Agreement; Amendment. This Agreement, with the exhibits and schedules hereto (including the PDF Disclosure Schedule and the NPF Disclosure Schedule), constitutes the entire agreement between the Parties with regard to the matters contained herein and it is understood and agreed that all previous undertakings, negotiations, letters of intent and agreements between the Parties (including that certain Confidentiality Agreement, dated July 1, 2015, and that certain Letter of Intent, dated January 15, 2016) are superseded by this Agreement and merged herein.

Section 8.5 Construction; Interpretations.

(a) For the purposes hereof, (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires; (ii) the words “hereof,” “herein” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole, and not to any particular provision of this Agreement; and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Agreement unless otherwise specified and (iii) the words “including” and words of similar import when used in this Agreement shall mean “including, without limitation” unless otherwise specified.

(b) The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

(c) Any reference to any federal, state, local or non-U.S. statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context otherwise requires. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a Person are also to its permitted successors and assigns and, in the case of an individual, to his or her heirs and estate, as applicable.

Section 8.6 No Third-Party Beneficiaries; Successors; Assigns; Assignment. Nothing in this Agreement express or implied, is intended or shall be construed to create any third-party beneficiaries. This Agreement shall be binding upon and inure solely for the benefit of the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Agreement. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be transferred, assigned or delegated by any of the Parties hereto, in whole or in part, by operation of law or otherwise, without the prior written consent of the other Party, and any attempt to make any such transfer, assignment or delegation without such consent shall be null and void.

Section 8.7 Expenses. At the Closing, payment of all costs and expenses incurred by NPF, in connection with this Agreement and the Transaction Documents and to consummate the Transactions, shall become the responsibility of the Combined Entity.

Section 8.8 Governing Law. Except as otherwise provided herein, this Agreement and any claim related directly or indirectly to this Agreement shall be governed by and construed in accordance with the Laws of the State of New York, without regard to the conflict of laws principles thereof.

Section 8.9 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 8.9.

Section 8.10 Paragraph Headings. The headings of articles and sections hereof, and in any documents, agreements, certificates and instruments delivered pursuant to this Agreement, were inserted solely for convenience of reference and shall not affect the interpretation hereof.

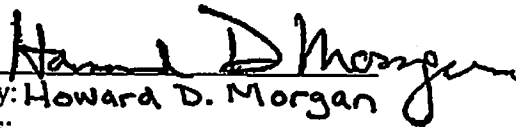
Section 8.11 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as would be enforceable.

Section 8.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date referenced above.

PARKINSON'S DISEASE FOUNDATION,
INC.


By: Howard D. Morgan
Its:

NATIONAL PARKINSON FOUNDATION,
INC.

By:
Its:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date referenced above.

**PARKINSON'S DISEASE FOUNDATION,
INC.**

By:
Its:

**NATIONAL PARKINSON FOUNDATION,
INC.**

John W. Kozyak

By: *John W. Kozyak*
Its: *Chair, Board of Directors*

Exhibits and Schedules

Exhibit A-1: Amended Certificate

Exhibit A-2: Amended Bylaws

Exhibit B: Centers of Excellence; Columbia University; Rush University

Exhibit C: NPF and PDF Restricted Assets

Exhibit D: Robin Elliott Amended and Restated Employment Agreement

Exhibit E: Pre-Closing NPF Employees Offer Letter

Exhibit F-1: Bill of Sale and Assignment and Assumption Agreement

Exhibit F-2: Assignment and Assumption Agreement of the NPF Office Lease

Exhibit G: PDF Transition Letter Agreement

Schedule I: Transaction Documents

Schedule II: Post-Closing Directors and Officers of Combined Entity

Schedule III: Post-Closing Directors of NPF

NPF Disclosure Schedule

PDF Disclosure Schedule

Schedule I: Transaction Documents

- **Bill of Sale and Assignment and Assumption Agreement, in substantially the form attached to the Agreement as Exhibit F-1**
- **Assignment and Assumption Agreement of the NPF Office Lease, in substantially the form attached to the Agreement as Exhibit F-2**
- **NPF Closing Certificate**
- **PDF Closing Certificate**
- **Secretary's Certificate of NPF, as described in Section 6.3(f)(iii) of the Agreement**
- **Secretary's Certificate of PDF, as described in Section 6.4(d)(iii) of the Agreement**

Exhibit F-1: Bill of Sale and Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE

This ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE, dated as of [●], 2016 (this "Agreement"), is by and between National Parkinson Foundation, Inc., a Florida not-for-profit corporation ("NPF"), and Parkinson's Disease Foundation, Inc., a New York not-for-profit corporation ("PDF") (each of NPF and PDF, a "Party" and, collectively, the "Parties"). Capitalized terms used but not defined in this Agreement shall have the meaning ascribed to such terms in the Combination Agreement (as defined below).

RECITALS

WHEREAS, the Parties have entered into a Combination Agreement, dated as of July 7, 2016 (the "Combination Agreement"), pursuant to which, on the terms and subject to the conditions set forth in the Combination Agreement, (a) NPF desires to sell, transfer, convey, assign and deliver to PDF, and PDF has agreed to purchase and acquire from NPF, all of NPF's right, title and interest in and to the Transferred Assets and (b) PDF has agreed to assume, and thereafter satisfy, discharge and perform when due, all of the Assumed Liabilities; and

WHEREAS, pursuant to Section 6.3(f) of the Combination Agreement, the execution and delivery of this Agreement is an obligation of the Parties to consummate the transactions contemplated by the Combination Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in the Combination Agreement and hereinafter set forth, the Parties hereby agree as follows:

1. Assignment and Assumption

(a) Upon the terms and subject to the conditions of the Combination Agreement, effective as of the Closing, NPF hereby sells, transfers, conveys, assigns, and delivers to PDF, and PDF hereby purchases and acquires, free and clear of all Liens (other than Permitted Liens), all of NPF's right, title, and interest in and to the Transferred Assets.

(b) Upon the terms and subject to the conditions of the Combination Agreement, effective as of the Closing, PDF hereby assumes and agrees to satisfy, discharge and perform fully when due, all of the Assumed Liabilities.

2. Non-assignable Rights

Notwithstanding anything to the contrary contained herein, subject to Section 5.4 of the Combination Agreement, each of the Parties hereby acknowledges and agrees that this Agreement shall not be deemed to constitute an assignment, an attempted assignment or an undertaking to assign any asset, Contract or any claim, right, benefit arising thereunder or resulting therefrom, or an assumption of any liability or obligation arising thereunder or resulting therefrom if such assignment or assumption is prohibited by applicable Law. Pursuant to Section 5.5 of the Combination Agreement, NPF shall hold such non-assignable rights in trust for the benefit of the Combined Entity.

3. Further Assurances

Each of the Parties hereto shall, and shall cause its respective Affiliates to, from time to time at the request of the other Party, at PDF's sole cost and expense, furnish such requesting Party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

4. Subject to Combination Agreement

This Agreement is made without representation or warranty, except as provided in the Combination Agreement. Each of the Parties hereby acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Combination Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Combination Agreement and the terms hereof, the terms of the Combination Agreement shall govern and control.

5. Miscellaneous

(a) This Agreement is executed by PDF and NPF and shall survive the Closing and be binding upon and inure to the benefit of the Parties and their respective successors and assigns in accordance with the Combination Agreement. This Agreement is not intended to confer on or on behalf of any Person not a party to this Agreement (and their successors and assigns) any rights, benefits, causes of action or remedies with respect to the subject matter or any provision hereof.

(b) The headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

(c) This Agreement may be executed in one or more counterparts, and by any of the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by .pdf, .tif, .gif, or similar attachment to electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

(d) This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the Party against whom enforcement of any such modification or amendment is sought.

(e) This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to contracts executed and to be performed wholly within such State and without reference to the choice-of-law principles that would result in the application of the Laws of a different jurisdiction. All disputes arising under or in connection with this Agreement or the breach, termination or validity thereof shall be finally settled in accordance with the Combination Agreement.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

NATIONAL PARKINSON FOUNDATION, INC.

By: _____
Name:
Title:

PARKINSON'S DISEASE FOUNDATION, INC.

By: _____
Name:
Title:

[Signature Page to Assignment and Assumption Agreement and Bill of Sale]

Section 4.9

Intellectual Property.

(a) See attached.

Schedule 4.9(a)(i)

None.

Schedule 4.9(a)(ii)

<u>Trademarks/Service Marks</u>	<u>Status</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Comments</u>
FIND ANSWERS. CHANGE LIVES. BEAT PARKINSON'S	Active	US	4,257,762	12/11/2012	Affidavit of use due 12/11/2018
GET A KIT. KNOW THE FACTS. BE AWARE IN CARE.	Active	US	4,356,737	6/25/2013	Affidavit of use due 6/25/2019
IMPROVING CARE, IMPROVING LIVES	Active	US	4,257,760	12/11/2012	Affidavit of use due 12/11/2018
MOVING DAY	Active	US	4,084,986	1/10/2012	Affidavit of use due 1/10/2018
MOVING DAY & Design	Active	US	4,085,094	1/10/2012	Affidavit of use due 1/10/2018
OUT OF THE PARK	Active	US	3,933,680	3/22/2011	Affidavit of use due 3/22/2017
P (Stylized)	Active	US	4,567,515	7/15/2014	Affidavit of use due 7/15/2020
P (Stylized)	Active	US	4,560,234	7/1/2014	Affidavit of use due 7/1/2020
P (Stylized)	Active	US	4,560,239	7/1/2014	Affidavit of use due 7/1/2020
P (Supergraphic Design)	Active	US	4,446,773	12/10/2013	Affidavit of use due 12/10/2019
P (Supergraphic Design) WHATEVER IT TAKES TO BEAT PARKINSON'S	Active	US	4,465,054	01/14/2014	Affidavit of use due 01/14/2020
P AWARE IN CARE PARKINSON'S DISEASE	Active	US	4,204,991	9/11/2012	Affidavit of use due 9/11/2018
NATIONAL PARKINSON FOUNDATION & Design P AWARE IN CARE	Active	US	4,310,124	3/26/2013	Affidavit of use due 3/26/2019

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PARKINSON'S DISEASE
 NATIONAL
 PARKINSON
 FOUNDATION & Design

P CENTER OF EXCELLENCE & Design	Active	US	4,563,636	7/8/2014	Affidavit of use due 7/8/2020
P CENTER OF EXCELLENCE & Design	Active	US	4,643,786	11/25/2014	Affidavit of use due 11/25/2020
P CENTER OF EXCELLENCE & Design	Active	US	4,600,289	9/9/2014	Affidavit of use due 9/9/2020
P CENTER OF EXCELLENCE & Design	Active	US	4,600,290	9/9/2014	Affidavit of use due 9/9/2020
P NATIONAL PARKINSON FOUNDATION (Stylized)	Active	US	4,172,320	7/10/2012	Affidavit of use due 7/10/2018
P TEAM HOPE NATIONAL PARKINSON FOUNDATION (Stylized)	Active	US	4,267,653	1/1/2013	Affidavit of use due 1/1/2019
PARKINSON ORG	Active	US	3,888,288	12/7/2010	Affidavit of use due 12/7/2016
PEOPLE WHO MOVE CHANGE THE WORLD!	Active	US	4,257,759	12/11/2012	Affidavit of use due 12/11/2018
TEAM HOPE NATIONAL PARKINSON FOUNDATION & Design	Active	US	4,065,635	12/6/2011	Affidavit of use due 12/6/2017

Subject to Consent to Trademark Use agreement with Pancreatic Cancer Action Network, dated March 10, 2010, consenting to NPF's use of the mark "TEAM HOPE" in the colors blue and

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WHATEVER IT TAKES TO BEAT PARKINSON'S P AWARE IN CARE PARKINSON'S DISEASE NATIONAL PARKINSON FOUNDATION (& Design)	Active	US	4,450,400	12/17/2013
	Pending	Canada	1,634,651	7/10/2013

salmon and with the distinguishing words "National Parkinson Foundation" and for such use as shall increase awareness of Parkinson's disease Affidavit of use due 12/17/2019

Parkinson Canada Society (PCS) is disputing the application. PCS filed its opposition action on 4/15/16.

Schedule 4.9(a)(iii)

<u>Unregistered Trademarks/Service Marks</u>	<u>Status</u>	<u>Country</u>	<u>Date of First Use</u>
Chapter Logos	Active	US	
My Page First Connect	Active	US	
CareMAP	Active	US	
Wellness Initiative	Active	US	
Individual Icons from Supergraphic P	Active	US	

Schedule 4.9(a)(iv)

<u>Copyrights</u>	<u>Status</u>	<u>Country</u>	<u>Description</u>
Aware In Care Trademark	Disputed	Canada	Hospitalization Kit

Schedule 4.9(a)(v)

<u>Internet Domain Name/</u>	<u>Status</u>	<u>Type</u>	<u>Provider</u>	<u>Date of Registration</u>	<u>Expiration</u>
<u>Social Media Sites</u> Awareincare.org	Active	Domain Registration	GoDaddy.com	6/9/2011	6/9/2016

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