

GRANT AGREEMENT

BETWEEN

LIFE SCIENCES RESEARCH PARTNERS VZW ,

with registered office at Herestraat 49, 3000 Leuven, VAT number 435.768.243 and duly represented by SOFIA BVBA, with permanent representative Chris BUYSE, Director - **"The Grantee"**

AND

RHONE TRUSTEES (SWITZERLAND) SA AS TRUSTEES OF THE COLLEN TRUST,

at 48, route des Acacias, 1227 Carouge, Switzerland - **"The Trustees"** (which expression includes the trustees for the time being of the Collen Trust)

Jointly referred to as **"The Parties"**

Pursuant to Clause 6 of a Trust Deed dated September 2nd 1998 and all other powers so enabling the Trustees to enter into an agreement.

WHEREAS

The Trustees have obtained the written consent dated July 2nd 2016 from the Enforcer of the Collen Trust, namely Dr Désiré Collen.

The Grant (as defined below) is in line with the purpose of the Trust as per clause 10 of the Trust Deed.

IT WAS AGREED THAT

The Trustees will enter into a Grant (**"the Grant"**) in the amount of **EUR 3,000,000** to the Grantee for the following purposes (**"The Projects"**):

- Support of the extension learning center of the KUL (currently under construction) for amount of EUR 1,000,000 (Attachment "Leercentrum GHB")
- Support of a clinical study (Stream II study) under the supervision of Prof Vandewerf (KUL) addressing strategic Reperfusion in elderly patients early after myocardial infarction for the amount of EUR 500,000 (2 Attachments: COVANCE KUL Letter & STREAM Contract)
- Capital Increase of CoBioRes, fully owned spinout of LSRP VZW conducting research in the field of Oncology for the amount of EUR 1,000,000 (Attachment "High Level Budget CoBioRes")
- Smaller projects such as Sana Juventud in Costa Rica, providing education to street children and prevention teenager pregnancies for the amount of EUR 500,000 (Attachment "FTS Progress Report")

The Grant is conditional upon following terms and conditions:

1. **Purpose:**

The Grant may only be used for the Projects described above.

If the Grantee is not able to apply the whole of the grant to the Projects described above for whatever reason, the Grantee must notify the Trustees at the earliest date possible to discuss acceptable alternative Projects



2. **Payment:**

The Grant will be made in one payment before August 31st 2016

3. **Publicity:**

The Grantee shall not, and shall procure that the ultimate Grantee shall not, issue any public statement, press release or other publicity which refers to the Trust or the Grant other than in a form approved by the Trustees in writing

4. **Liability:**

The Trustees shall have no responsibility in administering the Grant or directly overseeing the Projects and shall have no liability to the ultimate Grantee nor to any person engaged in the delivery of the Projects.

5. **Severance:**

if any provision of this agreement contained in this letter shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this letter, which shall remain in full force and effect

6. **Governing Law and jurisdiction:**

the agreement is governed by and shall be construed in accordance with the laws of Cayman Islands and the parties submit to the exclusive jurisdiction of the courts of the Cayman Islands.

7. **Contact Persons:**

For the Trustees: Ralph STIERLI, c/o Rhone Trustees (Switzerland) SA, 48, route des Acacias, 1227 Carouge, Switzerland

For the Grantee: Chris BUYSE, Herestraat 49, 3000 Leuven, Belgium

Fax 0032 16/34.60.01

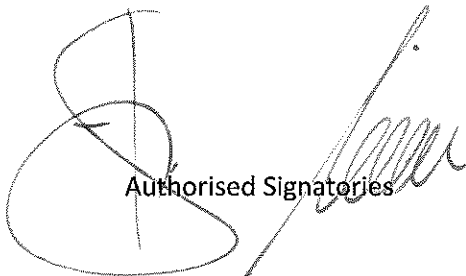
Duly signed and executed in 3 copies, in Leuven, on

August 22, 2016

For the Trustees

Rhone Trustees (Switzerland) SA

Authorised Signatories



For the Grantee

SOFIA BVBA, with permanent representative Chris BUYSE

Director

