

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 CHARITABLE TRUST,

at 20, Rue Adrien Lachenal, 1207 Genève (Switzerland) - **"The Trustees"** (which expression includes the trustees for the time being of the Collen Charity 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 January 27th 2017 from the Enforcer from the Collen Charitable 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 1.000.000 (1 million) to the Grantee for the following purposes ("The Project"):

- Support of the creation of a Research Fund for vascular Biology within the Grantee (Attachment "explanatory memo drafted by Prof. P. Verhamme")

The Grant is conditional upon following terms and conditions:

1. Purpose:

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

If the Grantee is not able to apply the whole of the grant to the project 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 February 15th 2017

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 the Bahamas and the parties submit to the exclusive jurisdiction of the courts of the Bahamas.

7. **Contact Persons:**

For the Trustees: Ralph Stierli, c/o Rhone Trustees (Switzerland), 20 rue Adrien Lachenal, 1207 Genève (Switzerland)

For LSRP vzw: Chris BUYSE, Herestraat 49, 3000 Leuven (Belgium)
chris.buyse@lsrp.be
Fax 0032 16/34.60.01

Duly signed and executed in 3 copies, in Leuven, on January 30th 2017

For the Trustees

Rhone Trustees (Switzerland) SA



Authorized signatories

For the Grantee

SOFIA BVBA, with permanent representative Chris BUYSE,



Director