

SYNGAP RESEARCH FUND



Collaboration. Transparency. Urgency.

1270 Lincoln Avenue, Palo Alto, California, 94301, USA

Grant Award Agreement

Last Name, First, Middle ("Awardee" or "Principal Investigator"): Janos Zempleni

Institution Name ("Institution" or "Grantee"): Board of Regents of the University of Nebraska for the University of Nebraska - Lincoln

Project Title ("Research Project"): Delivery of SYNGAP1 mRNA to SYNGAP1 mutant mice through milk exosomes


Award Type: Lab support for Postdoctoral Fellowship

Award Period From: 3/1/2022 To: 3/1/2023


Award Total: \$99,909

Effective Date:

SRF Signing Officer:

Position Title :	Managing Director
Name :	J. Michael Graglia
Phone Number :	650-441-4191
E-mail :	mike@syngapresearchfund.org
Signature :	 Date 1/11/22

SRF Fiscal Officer:

Position Title :	Treasurer
Name :	Rebecca Kohlhepp
Phone Number :	410-861-3848
E-mail :	rebecca@syngapresearchfund.org
Signature :	 Date 1/11/22

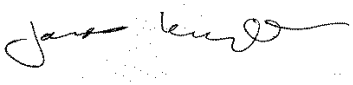
Grantee Signing Officer:

Position Title :	Director, Office of Sponsored Programs
Name :	David B. Doty
Phone Number :	402-472-3171
E-mail :	Unlospawards@unl.edu
Signature :	 <div>David B. Doty cn=David B. Doty, o=University of Nebraska- Lincoln, ou=Sponsored Programs, email=david.doty@unl.edu, c=US 2022.01.12 11:53:13 -06'00' 2021.007.20099</div> Date 1/12/2022

Grantee Fiscal Officer:

Position Title :	Project Specialist II
Name :	Angela Gonzalez
Phone Number :	402-472-0390
E-mail :	agonzalez5@unl.edu

Principal Investigator:

Institution Name :	University of Nebraska - Lincoln
Position Title :	Willa Cather Professor of Molecular Nutrition
Name :	Janos Zempleni
Phone Number :	402-472-3270
E-mail :	jzempleni2@unl.edu
Signature :	 Date: 12/15/2021

Milestones:

AIM 1: Assess whether milk exosomes deliver SYNGAP1 mRNA to the brain in SYNGAP1 haploinsufficient mice, thereby restoring expression to levels observed in WT littermates.

Results are submission of a manuscript to a scientific journal detailing the results of SYNGAP1 and iRFP mRNA and protein expression in the brain comparing oral and intravenous administration methods. An assessment of expression of SYNGAP1 and iRFP mRNA in the liver as a control for the specificity of tissue delivery.

- In the first 14 weeks of project funding, complete building the SYNGAP1 expression plasmid.
- In months 4-12 of the project, administer MAC-T milk exosomes to mice and perform isolation of exosomes from cell cultures.

Terms and Conditions

Attached.

Grant Award Agreement Terms and Conditions

Recitals: SynGAP Research Fund (“SRF”) is a California nonprofit public benefit corporation exempt from U.S. federal income tax pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). SRF was formed for the charitable purpose of improving the quality of life of SYNGAP1 patients through the research and development of treatments, therapies and support systems. SRF desires to provide funding to the Institution in the form of the Award in furtherance of its charitable purposes under the terms and conditions set forth herein, which are intended to provide SRF with adequate assurance that such funding will be used for the intended purposes and consistent with SRF’s tax-exempt status. By accepting this Award, the Institution agrees to accept such funding and to carry out the intended purposes of the Award, in furtherance of SRF’s purposes, on the terms and conditions set forth herein.

Award: The Award will be made to the Institution. The Institution is responsible for disbursing funds to the Awardee (typically the Principal Investigator). In accepting the Award from SynGAP Research Fund, the Awardee and the Institution agree to expend the Award exclusively for the purposes as set forth in the Research Project application submitted and pursuant to the milestones and reporting obligations described herein (the “Award Purposes”).

The Award Period starts and ends on the dates set out above, and has been approved at the level of funding indicated below:

Year 1: Start Date: 3/1/2022, End Date: 3/1/2023, Total: \$99,909

At the sole discretion of SRF, the Award Period and/or funding level may be increased and/or extended subject to need, available funds and approval by SRF’s Board of Directors. The Institution acknowledges SRF has no obligation to make any additional grants or provide any other financial support to the Institution.

Payment Schedule: Payment will be disbursed in one payment made promptly upon the execution of this Grant Award Agreement.

No-Cost Extension: The Research Project shall be carried out in accordance with the milestones described herein. In the event that these milestones are not met within the time frame established herein, SRF and the Institution may mutually agree to extend the Award Period and corresponding payment dates set forth in the Payment Schedule, provided work towards completion of the milestones continues and there is no additional expense to SRF.

Restricted Fund; Accounting: The Institution shall hold the Award funds in a separate restricted fund, the principal and income (if any) of which shall be expended by Institution and Awardee solely for the Award Purposes. Although the Award funds need not be physically segregated, the funds and any income thereon shall be accounted for separately in the Institution’s books and records.

The Institution or the Awardee, as applicable, shall (i) keep records of all of its receipts and expenditures of the Award funds, (ii) maintain a systematic accounting record of the receipt and disbursement of the Award funds and shall maintain substantiating documents (such as bills, invoices, cancelled checks, etc.) in its files for at least four (4) years after the Award funds have been fully spent, and (iii) make its books and records relating to the Award available to SRF for inspection, copying and auditing at reasonable times during the Award Period and for four (4) years after the Award funds have been fully spent, to confirm the Institution’s and Awardee’s compliance with their respective obligations under this Grant Award Agreement. Any onsite visit or audit shall be conducted at SRF’s expense, following prior written notice, during normal business hours and no more than once in any 12-month period.

Copyrights: The copyrights in all written materials, photographs, drawings, software, and other works subject to copyright protection created or generated under this Grant Award Agreement shall be owned by the Institution. All such copyrighted works shall include a formal acknowledgement of SRF funding under this Agreement. The Institution shall provide at least one hard copy and an electronic copy of each such copyrighted work to SRF. SRF encourages the Institution to publish and disseminate any such copyrighted works. Institution grants SRF an irrevocable, royalty-free, nontransferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Grant Award Agreement in

furtherance of SRF's charitable purposes.

Patents: The Institution will have the right to elect title to the patent rights in inventions resulting from work under this Grant Award Agreement. With respect to any intellectual property that the Institution creates, develops, conceives, or reduces to practice, independently or jointly with others, under this Grant Award Agreement and to which SRF does not have ownership rights, the Institution hereby grants to SRF a worldwide, perpetual, paid-up, royalty-free, irrevocable, non-exclusive license for noncommercial research and education applications of such intellectual property, and all applications required to meet SRF's charitable obligations.

Data: With respect to research data, which shall include the recorded factual material commonly accepted in the scientific community as necessary to validate research findings (but not any preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues), the Institution shall retain all rights in said data but shall provide timely and unrestricted access to the data to SRF. All materials generated from the Research Project will be openly shared with the scientific community, including at the direction and request of SRF.

Publications: SynGAP Research Fund must be acknowledged as a source of funds in any publication dealing with the work carried out as part of the Research Project. SRF retains the right to publicize the Award, to publicly report on the Award's progress and outcomes of the Research Project as SRF deems appropriate, and to include any information about the Award, including the Institution's name, in its public reports, and SRF may make such information available on its website and part of press releases, public reports, speeches, social media, newsletters, tax returns and other public disclosures. Nothing in this Grant Award Agreement shall be deemed to grant any right to any of the trademarks, trade name or other intellectual property or good will of SRF.

Recognition and Terminology: If the Award type is in support of a postdoctoral fellowship, the recipient must be recognized as a "SynGAP Research Fund Fellow" or "SRF Fellow" in any materials referencing the fellowship.

Reporting: Reporting must occur every 6 months during the course of the Award Period. Reports should include:

1. Progress made towards the expected milestones and any significant accomplishments
2. Any setbacks or challenges to the project
3. Any significant staffing or other changes that may impact the outcome or long-term potential of the project
4. An accounting of how Award funds are being used

In addition, upon the completion of the Research Project, a final report shall be provided to SRF describing the outcome of the Research Project, including material findings and observations, an accounting of the expenditure of the Award funds, and whether any Award funds have not been spent. SRF may, in its sole discretion, determine whether Award funds remaining after the completion of the Research Project either must be returned to SRF or may be used towards another mutually agreeable purpose that is consistent with SRF's charitable purposes.

Indemnification: To the extent allowed by law, the Institution shall indemnify, defend, and hold harmless SRF and its directors, trustees, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them from and against any and all demands, claims, actions, suits, losses, damages (including property damage, bodily injury, and wrongful death), arbitration and legal proceedings, judgments, settlements, or costs or expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") arising from or in any way connected with any act or omission of the Institution and/or its directors, trustees, officers, employees, agents, sub-grantees, sub-contractors, contingent workers and affiliates, the Awardee and/or any other staff working on the Research Project (collectively, the "Institution Parties"), with respect to this Grant Award Agreement. The Institution agrees that any activities by SRF in connection with the Award or the Institution Parties' activities to achieve the Award Purposes, such as SRF's review or proposal of Award activities and expenditures, shall not modify or waive SRF's rights under this paragraph. SRF may, at its own expense, employ separate legal counsel to monitor and participate in the defense of any Claim.

Termination: In addition to any other grounds for termination set forth in this Grant Award Agreement, SRF, in its sole discretion, may, upon written notice to the Institution and the Awardee, revoke this Award and cancel payment of future unpaid balances if at any time any of the following occurs: (1) the Institution becomes insolvent or files a voluntary petition in bankruptcy, (2) any third party files an involuntary petition in bankruptcy against the Institution, (3) any act by one or more of the Institution's creditors to access the Award funds in any manner, or (4) SRF determines, in its discretion, that (a) the Institution or Awardee is acting or has acted inconsistently with applicable law or the terms and conditions of this Grant Award Agreement, (b) SRF is not reasonably satisfied with the progress towards achieving the Award Purposes (including in the event that the

milestones are not achieved within the desired timeline), (c) there is a change in the Awardee or any other staff who are material to carrying out the Award Purposes, (d) there is a change in the Institution's tax-exempt or non-profit status, or (e) the Institution or Awardee is acting in a manner that could damage the reputation of SRF.

Miscellaneous: This Grant Award Agreement is binding on and shall inure to the benefit of the Institution, its successors and assigns, and upon SRF's representatives, successors and assigns. The Institution may not assign, transfer or subcontract any of its obligations under this Agreement without the prior written consent of SRF. This Grant Award Agreement may be amended at any time by written agreement signed by each party. Awardee and Institution are responsible for all currency conversion fees. All notices or other communications required hereunder shall be made to the addresses identified on the first page of this Grant Award Agreement or at such addresses as a party may designate by written notice to the other party. This Grant Award Agreement may be executed by the parties in separate counterparts and delivered by facsimile or e-mail with scan attachment, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.