

MANKIND PROJECT USA - PROPERTY USE AGREEMENT

THIS PROPERTY USE AGREEMENT (this "**Agreement**") is made on [_____], 20____, ("**Effective Date**"), by and between [_____] ("**Owner**"), and [_____] ("**MKP**").

WHEREAS, Owner is the owner of certain real property (the "**Property**") described as follows [_____] and the building located on the Property, together with the certain premises located within the building as further described as follows: [_____] (the "**Premises**");

WHEREAS, Owner has the authority to enter into a contract to allow use of the Premises;

WHEREAS, MKP has requested use of the Premises for educational, meeting, training or workshop purposes; and

WHEREAS, Owner elects to license to MKP, and MKP desires to license from Owner, the Premises pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, Owner and MKP hereby agree as follows:

ARTICLE 1 - GRANT OF LICENSE; USE

1.1 Grant. Owner hereby grants MKP and its agents, employees, guests and invitees an exclusive, revocable license to enter and use the Premises for trainings, weekend trainings, workshops, business meetings, gatherings and similar activities, together with all other legal uses which are reasonably comparable thereto, and for no other purpose.

1.2 Time(s) of Use. MKP's use of the Premises shall be at the following times and days: [_____].

1.3 Ownership of Premises; Right to Use Premises. Owner represents and warrants to MKP that it holds all right, title and interest in and to the Premises, and expressly warrants that it is authorized to enter into this Agreement. Owner represents and warrants that MKP does not need any other authorizations or licenses to use the Premises as contemplated herein. Owner hereby indemnifies and holds MKP harmless against any action brought against MKP or MKP's agents, employees, guests and

invitees with respect to any claim or suit that Owner does not possess such right, title or interest in and to the Premises.

1.4 Condition of Premises. Other than as described in the space below, Owner is not aware of any condition in, on, or about the Premises or the Property which constitutes a hazard to the safety of any occupant or which violates any governmental law or ordinance intended to protect human safety. Owner's description of hazards on Premises and Property:

[_____]
[_____]

ARTICLE 2 – TERM

2.1 Term. The term of this Agreement shall be for the Times of Use indicated in Section 1.2. Either party may terminate this Agreement at any time by giving written notice to the other. Upon giving or receiving such notice, MKP will vacate the Property as immediately as reasonably possible.

ARTICLE 3 – CONSIDERATION

3.1 Consideration. [As total consideration for its use of the Premises, MKP agrees to pay Owner [___ a monthly rental] [___ a single payment for each use] of [_____] (\$) ("**Use Payment**"). The Use Payment is due [in advance on the first day of this Lease and thereafter on the [_____] day of each and every month, beginning on [_____] and continuing until the termination of this Agreement.] [within _____ business days prior to MKP's use of the Premises for any purpose permitted hereunder.] [If consideration is in the form of a gift, the fair market value of the gift is: _____]. The undersigned parties agree that such consideration is good and valuable for such use of the Property.

ARTICLE 4 – INDEMNIFICATION

4.1 MKP's Obligation. MKP agrees to indemnify, defend and hold harmless Owner from and against any demands, claims, liabilities, losses, costs, expenses, actions, causes of action, damages or judgments, and all reasonable expenses (including, without limitation, reasonable attorneys' fees, charges and disbursements) incurred in investigating or resisting the same (collectively, "**Claims**") arising out of this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of MKP, its officers, agents, or employees.

4.2 Limitation on MKP's Obligation. MKP's indemnity obligations in Section 4.1 shall not apply to Claims arising out of Owner's negligence, wrongdoing or malice and is limited to the extent of MKP's use and activity on the Property during the period indicated in Section 1.2.

4.3 Owner's Indemnification. Owner agrees to indemnify, defend and hold harmless MKP and its agents, employees, guests and invitees harmless from and against any and all Claims arising from (a) injury or death to any person or injury to any property occurring within or about the Property arising directly or indirectly out of Owner or any of Owner's agents, employees, guests or invitees' willful misconduct or gross negligence, (b) Owner or Owner's agents, employees, guests and invitees' use of the Property or the Premises, or (c) a breach or default by Owner in the performance of its obligations hereunder.

ARTICLE 5 – INSURANCE

5.1 MKP's Insurance. MKP, at its sole cost and expense, to the extent of its use and activities of the Property shall insure its activities and use, in connection with this Agreement and obtain, keep in force and maintain insurance acceptable to Owner and as evidenced, upon request, by a certificate of insurance. Owner's signature upon this document indicates that Owner accepts as sufficient the coverage that MKP has in force for the use of this Property.

[5.2 Owner's Insurance. Owner, at its sole cost and expense, shall maintain insurance for the Premises in amounts equal to the full replacement cost, providing protection against any peril generally included within the classification "Fire and Extended Coverage," together with insurance against sprinkler damage (if applicable), vandalism and malicious mischief. Owner, subject to availability thereof, shall further insure, if Owner deems it appropriate, coverage against flood, environmental hazard and earthquake, loss or failure of building equipment, workmen's compensation insurance and fidelity bonds for employees employed to perform services. In addition, Owner shall carry public liability insurance with a single limit of not less than [One Million Dollars (\$1,000,000)] for death or bodily injury, or property damage with respect to the Premises.]

ARTICLE 6 – MISCELLANEOUS

6.1 Jurisdiction. This Agreement shall be governed by the laws of the State or Commonwealth in which the property is located.

6.2 Review with Attorney. Each of the undersigned has had sufficient time to review this document with an attorney, if they so choose.

6.3 No interpretation against Drafter. Any rules of construction relating to interpretation against the drafter of an agreement shall not apply to this Agreement and are expressly waived.

6.4 Waiver. The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

6.5 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

6.6 Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

IN WITNESS WHEREOF, the below undersigned authorized parties of the Owner and MKP have executed this Agreement as of the date first written above.

Owner:

MKP:

Name: [_____]

Name: [_____]

Title: [_____]

Title: [_____]