



PROPERTY MANAGEMENT AGREEMENT
(C.A.R. Form PMA, Revised 12/22)

Date Prepared: 12/28/2022

and Sample Agreement ("Rental Property Owner" or "RPO"),
HMR Property Management, DBA Help Me Rent ("Broker"), agree as follows:

1. APPOINTMENT OF BROKER:

- A. RPO employs and grants Broker (hereinafter "Property Manager") the exclusive right to rent, lease, operate and manage the property(ies) known as Sample Street, San Bernardino, CA 92404
1325 and 1327 N. Mountain View Ave, San Bernardino (Duplex)

and any additional property that may later be added to this Agreement ("Property"), upon the terms below, for the period beginning (date) 12/29/2022 and ending (date) 12/29/2022, at 11:59 PM. After the exclusive term expires, this Property Management Agreement ("Agreement") shall continue as a non-exclusive agreement that either party may terminate by giving at least 30 days written notice to the other.

B. EARLY TERMINATION:

- (1) ☐ Either party may terminate this Agreement on at least 30 days written notice 1 months after the original commencement date of this Agreement.

(2) Either party may terminate this Agreement at any time, upon written notice, for cause.

2. PROPERTY MANAGER ACCEPTANCE: Property Manager accepts the appointment and grant, and agrees to:

- A. Use due diligence in the performance of this Agreement.
B. Furnish the services for the rental, leasing, operation and management of the Property at the reasonable discretion of the Property Manager.

3. AUTHORITY AND POWERS: RPO grants Property Manager the authority and power, at RPO's expense, to:

- A. **ADVERTISING:** Display FOR RENT/LEASE and similar signs on the Property. Advertise the availability of the Property, or any part thereof, for rental or lease in a Multiple Listing Service, on the Internet, online and in other media, or any other method selected by Broker.

B. RENTAL; LEASING; DIRECT ELECTRONIC RENTAL PAYMENTS:

- (1) Initiate, sign, renew, modify or cancel rental agreements and leases for the Property, or any part thereof; collect and give receipts for rents, other fees, charges and security deposits.

(2) Any lease or rental agreement executed by Property Manager for RPO shall not exceed 1 year(s) or ☐ shall be month-to-month.

(3) Unless RPO authorizes a lower amount, rent shall be: ☒ at market rate; OR ☐ a minimum of \$ _____ per MONTH; OR ☐ see attachment.

(4) If RPO permits Tenant to pay rent by direct deposit such as wire or electronic payment or other online method, RPO should discuss with a Landlord-Tenant attorney the implications of doing so in the event Tenant defaults and an eviction becomes necessary. See also: Wire Fraud Advisory (C.A.R. Form WFA) for additional information.

- C. **TENANCY TERMINATION:** Sign and serve in RPO's name notices that are required or appropriate; commence and prosecute actions to evict tenants; recover possession of the Property in RPO's name; recover rents and other sums due; and, when expedient, settle, compromise and release claims, actions and suits and/or reinstate tenancies.

- D. **REPAIR; MAINTENANCE:** Make, cause to be made, and/or supervise repairs, improvements, alterations and decorations to the Property; purchase, and pay bills for, services and supplies. RPO agrees that state and local water use restrictions will supersede any obligation by Property Manager or any Tenant (Lessee) to water/maintain gardens, landscaping trees or shrubs.

- E. **REPORTS, NOTICES AND SIGNS:** Comply with federal, state or local law requiring delivery of reports or notices and/or posting of signs or notices.

F. BROKER AND THIRD-PARTY VENDOR SERVICES:

- (1) Contract, hire, supervise and/or discharge firms and persons required for the operation and maintenance of the Property. Property Manager may perform any of Property Manager's duties through, if applicable, attorneys, or agents, employees, or independent contractors operating through Property Manager's broker's license.

(2) Property Manager's is authorized to supervise the activity of any RPO's employees or independent contractors performing services required for the operation and maintenance of the Property. However, Property Manager shall not be responsible for the acts, omissions, defaults, negligence of any such employees or independent contractors of RPO, or for any associated costs and RPO agrees to indemnify, defend and hold Property Manager harmless for the foregoing as set forth in section 4C below.

- G. **EXPENSE PAYMENTS:** Pay expenses and costs for the Property from RPO's funds held by Property Manager, subject to availability of sufficient funds on reserve and the timely delivery to Property Manager of all necessary billing statements, as set forth below. Expenses and costs may include, but are not limited to, property management compensation, fees and charges, expenses for goods and services, and other expenses related to this Agreement. However, for the following items, RPO shall make direct payments, unless Broker is checked or it is otherwise agreed:

(1) Property taxes: RPO Pays or, if checked ☐ Broker Pays

(2) Mortgage Payment: RPO Pays or, if checked ☐ Broker Pays

(3) HOA dues and fees: RPO Pays or, if checked ☐ Broker Pays

(4) Property insurance: RPO Pays or, if checked ☐ Broker Pays

(5) Utilities: RPO Pays or, if checked ☐ Broker Pays

(6) ☐ Other: RPO Pays or, if checked ☐ Broker Pays _____

(7) ☐ Other: RPO Pays or, if checked ☐ Broker Pays _____



H. LIMITATIONS ON PAYMENTS, AND EXCEPTIONS:

- (1) Property Manager shall obtain prior approval of RPO for all expenditures over \$1.00 for any one item.
- (2) For any vacancy, total expenses shall not exceed \$1.00 per vacant unit (☐ per month) without prior approval of RPO.
- (3) Prior approval shall not be required for monthly or recurring operating charges, or, if in Property Manager's opinion, emergency expenditures over the maximum are needed to protect the Property or other property(ies) from damage, prevent injury to persons, avoid suspension of necessary services, avoid penalties or fines, or suspension of services to tenants required by a lease or rental agreement or by law, including, but not limited to, maintaining the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.10.

I. SECURITY DEPOSITS: Receive security deposits from tenants, which deposits shall be ☐ given to RPO, or ☒ placed in Property Manager's trust account and, if held in Property Manager's trust account, pay from RPO's funds all interest on tenants' security deposits if required by local law or ordinance. RPO shall be responsible to tenants for return of security deposits and all interest due on security deposits held by RPO.

J. TRUST FUNDS: Deposit all receipts collected for RPO, less any sums properly deducted or disbursed, in a financial institution whose deposits are insured by an agency of the United States government. The funds shall be held in a trust account separate from Property Manager's personal accounts. Property Manager shall not be liable in event of bankruptcy or failure of a financial institution.

K. RESERVES: Maintain a reserve in Property Manager's trust account of \$ 250.00.

L. DISBURSEMENTS: Disburse RPO's funds held in Property Manager's trust account in the following order:

- (1) Compensation due Property Manager under paragraph 8.
- (2) All other operating expenses, costs and disbursements payable from RPO's funds held by Property Manager.
- (3) Reserves and security deposits held by Property Manager.
- (4) Balance to RPO.

M. RPO DISTRIBUTION: Remit funds, if any are available, monthly (or ☒ MONTHLY), to RPO.

N. RPO STATEMENTS: Deliver monthly (or ☐ Quarterly, or ☒ MONTHLY), and year-end statements of receipts, expenses and charges for each Property.

O. PROPERTY MANAGER FUNDS: Property Manager shall not advance Property Manager's own funds in connection with the Property or this Agreement.

P. KEYSAFE/LOCKBOX: ☒ (If checked) RPO authorizes the use of a key safe/lockbox to allow entry into the Property and agrees to sign a key safe/lockbox addendum (C.A.R. Form KLA).

Q. MAIL FORWARDING: Under no circumstances shall Property Manager be responsible for the forwarding of any mail directed to any previous occupant, all of which may be refused and returned to sender.

4. RENTAL PROPERTY OWNER RESPONSIBILITIES: RPO shall:

A. Provide all documentation and records as required by law or required by Property Manager to manage and operate the Property, and immediately notify Property Manager if RPO becomes aware of any change in such documentation, records, or any matter affecting the habitability of the Property.

B. RPO agrees to complete Rental Property Owner Disclosure (C.A.R. Form RPOD), which shall be provided to Broker within **3 Days** of completing (or ☐ with) this Agreement. Additionally, RPO shall, upon request by Broker, update or complete a new disclosure, as required by law, to be provided to a tenant (lessee) with the lease or rental agreement.

C. Indemnify, defend and hold harmless Property Manager, and all persons in Property Manager's firm, as permitted by law, from all costs, expenses, suits, claims, liabilities, damages, judgments, attorney fees and claims of every type, including but not limited to those arising out of injury or death of any person, or damage to any real or personal property of any person, including RPO, **(i)** for any repairs performed by RPO or by others hired directly by RPO; **(ii)** for those acts relating to the management, leasing, rental, security deposits, or operation of the Property by Property Manager, or any person operating through Property Manager's broker's license, or the performance or exercise of any of the duties, powers or authorities granted to Property Manager; **(iii)** from any incorrect or incomplete information supplied by RPO, or from any material facts that RPO knows but fails to disclose including dangerous or hidden conditions on the Premises; and **(iv)** actions brought by the Department of Fair Employment and Housing or other government regulatory body. This paragraph shall apply to all actions and claims, including those arising out of Property Manager's negligence but not to the willful misconduct or gross negligence of Property Manager and shall extend to claims occurring after this Agreement is terminated as well as while it is in force. RPO's obligations under this paragraph will not be limited by insurance requirements or by any other provision of this Agreement.

D. Maintain the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.10 and other applicable law.

E. Pay all interest on tenants' security deposits if required by local law or ordinance.

F. Carry and pay for: **(i)** public and premises liability insurance in an amount of no less than \$1,000,000 (or \$500,000.00). If RPO fails to do so, RPO authorizes Property Manager to obtain such insurance and charge RPO pursuant to **paragraph 3**; and **(ii)** property damage and worker's compensation insurance adequate to protect the interests of RPO and Property Manager. Property Manager shall be, and RPO authorizes Property Manager to be, named as an additional insured party on RPO's policies.

G. Pay any late charges, penalties and/or interest imposed by lenders or other parties for failure to make payment to those parties, if the failure is due to insufficient funds in Property Manager's trust account available for such payment.

H. Immediately replace any funds required if there are insufficient funds in Property Manager's trust account to cover RPO's responsibilities.

5. RENTAL PROPERTY RPO REPRESENTATIONS:

RPO represents that, unless otherwise specified in writing, RPO is unaware of: **(i)** any recorded Notice of Default affecting the Property; **(ii)** any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; **(iii)** any bankruptcy, insolvency or similar proceeding affecting the Property; **(iv)** any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that does or may affect the Property or RPO's ability to transfer it; and **(v)** any current, pending or proposed special assessments affecting the Property. RPO shall promptly notify Property Manager in writing if RPO becomes aware of any of these items during the term of this Agreement.

6. TAX WITHHOLDING AND REPORTING:

A. If RPO is not a California Resident or a corporation or LLC qualified to conduct business in California, RPO authorizes Property Manager to withhold and transmit to California Franchise Tax Board ("FTB") 7% of the GROSS payments to RPO that exceed \$1,500 received by Property Manager in a calendar year, unless RPO completes and transmits to Property Manager FTB form 589, nonresident reduced withholding request, FTB form 588, nonresident withholding waiver, or FTB form 590, withholding exemption certificate.



RPO Name: _____

Sample AgeementDate: 12/28/2022

- B. If RPO is a nonresident alien individual, a foreign entity, or other non-U.S. person (Foreign Investor) RPO authorizes Property Manager to withhold and transmit to the Internal Revenue Service (IRS) 30% of the GROSS rental receipts unless RPO elects to treat rental income as "effectively connected income" by submitting to Property Manager a fully completed IRS form W-8ECI, Certificate of Foreign Person's Claim for Exemption From Withholding on Income Effectively Connected With the Conduct of a Trade of Business in the United States. A Foreign investor RPO will need to obtain a U.S. tax payer identification number and file a declaration with the IRS regarding effectively connected income in order to complete the form given to Property Manager. Further, the Foreign Investor RPO will be responsible for making any necessary estimated tax payments.
- C. Broker has a legal duty to report rental income received to tax collection agencies via IRS form 1099.

7. COMPENSATION:

- A. RPO agrees to pay Property Manager fees in the amounts indicated below for:
- (1) Management: \$105 PER MONTH OR 6.50% OF MONTHLY RENT-WHICH EVER IS GREATER.
 - (2) Renting or Leasing: HALF OF THE FIRST MONTHS RENT LEASE UP.
 - (3) Evictions (fee is in addition to any attorney fees and court costs):
☒ For preparation/prelitigation Free
☒ To perform/participate in an eviction proceeding Free
 - (4) Preparing Property for rental or lease: TO BE DETERMINED. It depends on the condition of the property.
 - (5) Managing Property during extended periods of vacancy: 0
 - (6) An overhead and service fee added to the cost of all work performed by, or at the direction of, Property Manager: 0
 - (7) On Boarding/Set Up fee: \$0.00 for vacant properties. \$250 for properties with tenants that are behind on payments at start of management
 - (8) Cancellation (by RPO or Property Manager):
☒ During Term No penalty.
☒ At any other time No penalty
☐ Off Boarding/File Preparation and File Closing fee No cost
 - (9) Tax Withholding and Reporting: _____
 - (10) Other: Free inspections every 6 months.
- B. This Agreement does not include providing on-site management services, property sales, refinancing, preparing Property for sale or refinancing, modernization, fire or major damage restoration, rehabilitation, obtaining income tax, accounting or legal advice, representation before public agencies, advising on proposed new construction, debt collection, counseling, attending RPO's Association meetings or Rent will be paid to owners monthly between the 6 and 8th day of the month.

If RPO requests Property Manager to perform services not included in this Agreement, a fee shall be agreed upon before these services are performed.

- C. Property Manager may divide compensation, fees and charges due under this Agreement in any manner acceptable to Property Manager.
- D. RPO further agrees that:
- (1) Property Manager may receive and keep fees and charges from tenants, or as applicable be reimbursed for fees charged for: (i) requesting an assignment of lease or sublease of the Property; (ii) processing credit applications; (iii) any returned checks and/or (☐ if checked) late payments; (iv) any bank credits or credit card points/credit received; (v) any technology platform credits, fees, and charges; (vi) lock-boxes/keysafes; and (vii) eviction protection services. Property Manager shall disclose any such fees and charges. ☐ Attached is Property Manager's schedule of fees and charges.
 - (2) Property Manager may perform any of Property Manager's duties, and obtain necessary products and services, through affiliated companies or organizations in which Property Manager may own an interest. Property Manager may receive fees, commissions and/or profits from these affiliated companies or organizations. Property Manager has an ownership interest in the following affiliated companies or organizations:
BEST QUALITY CONSTRUCTION - Owned and Operated by Daryl Beans

Property Manager shall disclose to RPO any other such relationships as they occur. Property Manager shall not receive any fees, commissions or profits from unaffiliated companies or organizations in the performance of this Agreement, without prior disclosure to RPO.

- (3) Other: LATE FEES KEPT BY MANAGMENT. POSTING NOTICE FEES CHARGE TO TENANT ALONG WITH ADMIN FEE.
8. **AGENCY RELATIONSHIPS:** Property Manager may act, and RPO hereby consents to Property Manager acting, as dual agent for RPO and tenant(s) in any resulting transaction. If the Property includes residential property with one-to-four dwelling units and this Agreement permits a tenancy in excess of one year, RPO acknowledges receipt of the "Disclosure Regarding Agency Relationships" (C.A.R. Form AD). RPO understands that Property Manager may have or obtain property management agreements on other property, and that potential tenants may consider, make offers on, or lease through Property Manager, property the same as or similar to RPO's Property. RPO consents to Property Manager's representation of other RPOs' properties before, during and after the expiration of this Agreement.
9. **NOTICES:** Any written notice to RPO or Property Manager from the other party required under this Agreement shall be served by sending such notice (i) by first class mail to that party at the address below, or at any different address the parties may later designate for this purpose. ☐ (ii) to the following email address: dbeans@helpmefirst.com. Mailed notice, including notice under **paragraph 14**, shall be deemed received three (3) calendar days after deposit into the United States mail. Electronic notice shall be deemed received the next business day after it is sent.
10. **SECURITY AND INSURANCE:** Property Manager is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, inspectors, brokers and prospective tenants, may have access to, and take videos and photographs of, the interior of the Premises. RPO agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Premises; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect RPO.
11. **ATTORNEY FEES:** In any action, proceeding or arbitration between RPO and Property Manager arising out of this Agreement, RPO and Property Manager are each responsible for paying their own attorney fees and costs, except as provided in **paragraph 12A.**



12. DISPUTE RESOLUTION:**A. MEDIATION:**

- (1) RPO and Property Manager agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action.
- (2) Mediation fees, if any, shall be divided equally among the parties involved.
- (3) If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, and that party is the losing party in any such action, the prevailing party shall be entitled to recover attorney fees, notwithstanding paragraph 11. Exclusions from this mediation agreement are specified in paragraph 12B.

B. ADDITIONAL MEDIATION TERMS: The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.**C. ADVISORY:** If RPO and Property Manager desire to resolve disputes arising between them rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).**13. EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.**14. ☒ MODIFICATION OF AGREEMENT:** Property Manager may modify the terms of this Agreement upon first providing 30 (☐ or ☐) days written notice to RPO. If RPO objects to the modified terms in writing during that timeframe, Property Manager may either rescind the modification or allow the RPO to terminate the Agreement. If RPO terminates the agreement under this provision, no cancellation fee pursuant to paragraph 7A(8) is owed.**15. ADDITIONAL TERMS:**

- A. ☒ Rental Property Owner Disclosure (C.A.R. Form RPOD);
- B. ☒ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA);
- C. ☒ California Consumer Privacy Act Advisory (C.A.R. Form CCPA);
- D. ☒ Disclosure Regarding Real Estate Agency Relationships (C.A.R. Form AD);
- E. ☐ Keysafe/Lockbox Addendum (C.A.R. Form KLA);
- F. Other: The following fees may be charged to TENANTS and are kept by HMR Property Management: Credit Report, Application, NSF, Legal Posting/Notice Fee, Pet Fee, Inspection Fee, Credit Risk Fee, Document Preparation, Lease Orientation.

16. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.**17. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall deliver to Broker, within 3 Days after execution of this Agreement, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).**18. OWNERSHIP, TITLE AND AUTHORITY:** RPO warrants that: (i) RPO is the legal RPO of the Premises; (ii) no other persons or entities have title to the Premises; and (iii) RPO has the authority to both execute this Agreement and lease or rent the Premises. Exceptions to ownership, title and authority are as follows: _____.

By signing below, RPO acknowledges that RPO has read, understands, accepts and has received a copy of this Agreement.

☐ **ENTITY RENTAL PROPERTY OWNERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more RPO's is a trust, corporation, LLC, probate estate, partnership, other entity or holds a power of attorney.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 17** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is: _____.
- (4) If a trust, identify RPO as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

RENTAL PROPERTY OWNER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of RPO: Sample Ageement

Social Security/Tax ID # (for reporting purposes): _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ Date: _____

Printed name of RPO: _____

Social Security/Tax ID # (for reporting purposes): _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) HMR Property Management, DBA Help Me Rent Lic. # 01526602

By Daryl Beans Lic. # 01191409 Date _____

By _____ Lic. # _____ Date _____

Address 4959 Palo Verde St. #200B City Montclair State CA Zip 91763

Email dbeans@helpmefirst.com Phone # _____

☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.

☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

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