United States Bankruptcy Court
Southern District of Texas
ENTERED
February 24, 2026
Nathan Ochsner, Clerk

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
	)	
Onyx Portfolio LLC	)	Case No. 26-30080
	)	
Debtor.	)	**Jeffrey P. Norman**

ORDER APPROVING ASSUMPTION OF EXECUTORY CONTRACTS UNDER 11 U.S.C § 365
ECF No. 34

Came on consideration the Debtor's *Motion to Assume Executory Contracts* (the "Motion") seeking to assume the management contracts (the "Management Contracts") and the Court finding that good cause and sufficient notice was provided, it is therefore,

ORDERED:

1. The Motion is granted.
2. The Debtor is authorized to assume the Management Contracts attached hereto as **Exhibit A** pursuant to sections 365 of the Bankruptcy Code.
3. The Court retains jurisdiction for the enforcement of this Order.

Signed: February 24, 2026

Jeffrey P. Norman
United States Bankruptcy Judge

Exhibit A

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_1702 Bugle Run Dr. Katy Tx 77449_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

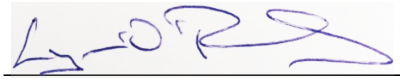
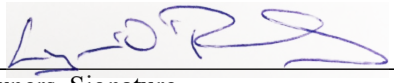
_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
			
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_1914 Cobble Creek Dr. Houston Tx 77073_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

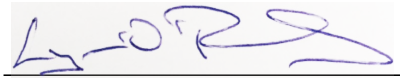
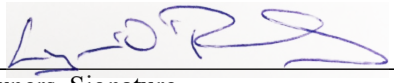
_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
			
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_1935 Oakwell Ln. Katy Tx 77449_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

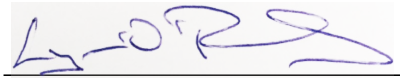
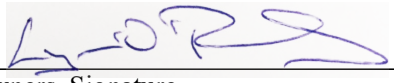
_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
			
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_2134 Hilton Head Missouri City Tx 77459_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[__**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

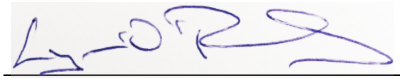
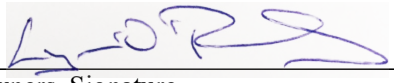
_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
			
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_2814 Quiet Bend Dr. Missouri City Tx 77489_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_2915 Quail Hawk Dr. Houston Tx 77014_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

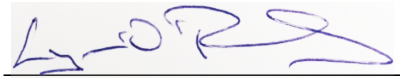
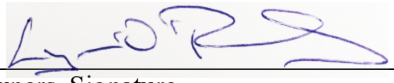
_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
			
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_3122 Quail Valley East Dr. Missouri City Tx 77489_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:
[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[__**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:
1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

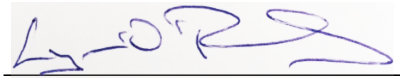
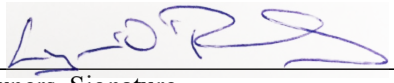
_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
			
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_4047 Chapel Square Dr. Spring Tx 77388_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:
[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:
1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

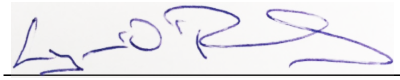
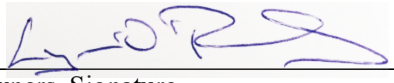
_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
			
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_4926 Prairie Ridge Rd Houston Tx 77053_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:
[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:
1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_5121 Dartmoor Ridge Trail Houston Tx 77066_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

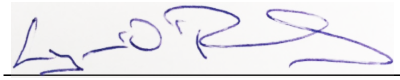
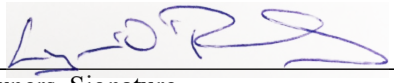
_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
			
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_6810 Glenstein Dr. Houston Tx 77084_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[__**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_7227 Gallant Glen Ln. Houston Tx 77095_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_7610 Weatherhill Ln. Houston Tx 77041_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_8607 Quail Hills Dr. Missouri City Tx 77489_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[__**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_9111 Taidswood Dr. Spring Tx 77379_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

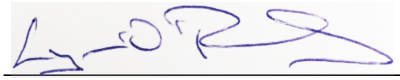
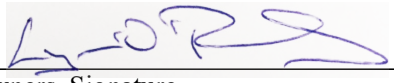
_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
			
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_9923 Golden Sunshine Dr. Houston Tx 77064_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____**]** B. Leasing Fees:
[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:
1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_10014 Autumn Harvest Dr. Houston Tx 77064_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

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16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

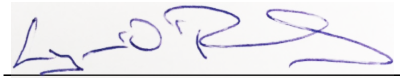
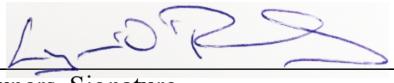
_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
			
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_10310 Saddlehorn Trail Houston Tx 77064_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[__**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_10318 Crescent Moon Dr. Houston Tx 77064_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_10326 Greencreek Dr. Houston Tx 77070_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[__**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

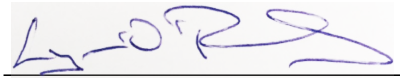
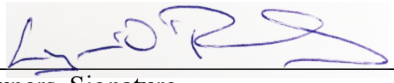
_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
			
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_10815 Norchester Village Houston Tx 77070_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_11466 W Travelers Way Circle Houston Tx 77065_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[__**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_11859 Morning Dew Ln. Houston Tx 77067_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_13506 Splintered Oak Dr. Houston Tx 77065_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_15102 Parkville Dr. Houston Tx 77068_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[__**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_15311 Pebble Lake Houston Tx 77095_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[__**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

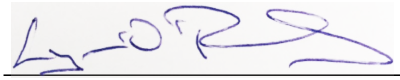
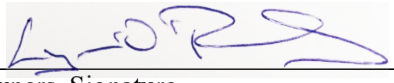
_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
			
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_15615 Barber Grove Ln. Houston Tx 77095_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

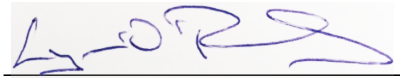
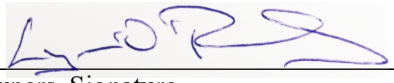
_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
			
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_15630 Tumbling Rapids Dr. Houston Tx 77084_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_15634 Tumbling Rapids Dr. Houston Tx 77084_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_15710 Pine Mountain Dr. Houston Tx 77084_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

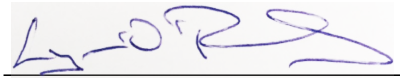
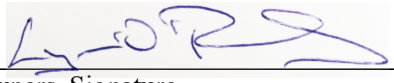
_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
			
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_16315 Pebbleglen Dr. Houston Tx 77095_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_16330 Summer Dawn Ln. Houston Tx 77095_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[__**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

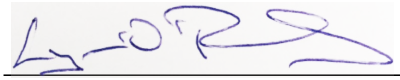
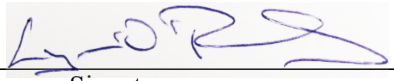
_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
			
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_16522 Moary Firth Dr. Houston Tx 77084_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[__**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_16719 Quail Park Dr. Missouri City Tx 77489_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_16822 Judyleigh Dr. Houston Tx 77084_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[__**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

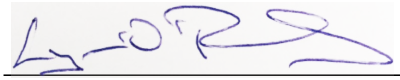
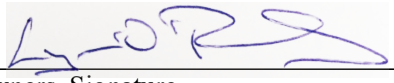
_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
			
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_17315 Northern Star Dr. Houston Tx 77084_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[__**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

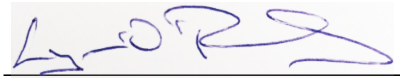
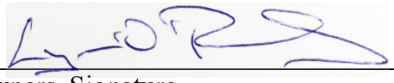
_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
			
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_17423 Glenpatti Dr. Houston Tx 77084_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[__**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

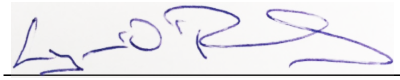
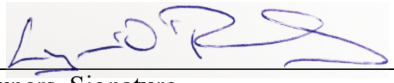
_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
			
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_17530 Davenway Dr Houston Tx 77084_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

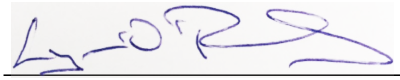
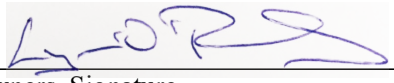
_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
			
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_19218 Enchanted Oaks Dr. Spring Tx 77388_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_23103 Briarcreek Blvd. Spring Tx 77373_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_23915 Pea Ridge Dr. Spring Tx 77373_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
Company Representative's Signature		Owners Signature	

PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This Agreement is made and entered in this **1st day of January , 2025**, between **_Onyx Portfolio LLC_**, hereinafter called "Owner", and **_Anera Enterprises LLC _**, hereinafter called "Company".

2. PROPERTY AND MINIMUM LEASE REQUIREMENTS:

A. The term Property means **_31103 Silver Village Dr. Spring Tx 77386_** (address) together with all improvements and any other property described in any attached Multiple Property Addendum.

B. Owner authorizes Company to lease the Property in accordance with the terms of this agreement at market rates and on competitively reasonable terms, except that Owner specifically instructs Company to lease the Property under the following minimum requirements (*insert minimum lease requirements such as minimum rent, security deposit, pet deposit, prohibitions against pets, and other*):
_____**N/A**_____

_____

3. TERM:

A. Primary Term: The primary term of this agreement commences on **1st January , 2025**_____ (Commencement Date) and ends on **31st December, 2029** (Termination Date).

B. Automatic Renewal: Unless either party provides written notice of termination to the other party at least thirty (30) days before the Termination Date, this agreement will automatically renew and continue until such time as either party terminates this agreement by giving at least thirty (30) days advance written notice to the other party.

C. Payment of Fees Upon Termination: If Owner terminates this agreement and the Property is leased to a tenant on the date this agreement terminates, Owner must pay Company all amounts then due under this agreement and a fee equal to the management fees that would accrue over the remainder of the term of the lease, then in effect, excluding any potential breach by a tenant. If more than one property is made part of and subject to this agreement, this provision applies to, and will be in effect only with regard to, those properties then leased, and this agreement will terminate as to any property not then leased.

D. Effective Services: If Company determines that Company cannot continue to effectively provide leasing and management services to Owner, for any reason, at any time after sixty (60) days after the Commencement Date, Company may terminate this agreement by providing at least thirty (30) days advance written notice to Owner.

4. SECURITY DEPOSITS AND CONTRACTS UPON TERMINATION: Before Company is obligated to deliver to Owner any tenant's security deposit held by Company after this agreement terminates, Owner must deliver to the tenant then occupying the Property a signed statement acknowledging that Owner is responsible for the tenant's security deposit and specifying the exact dollar amount of the security deposit. Owner agrees to be responsible for all then-existing contracts related to the Property executed prior to the termination of this agreement and to hold Company harmless from all claims related to such contracts. This paragraph survives termination of this agreement.

5. DUTIES AND AUTHORITY OF COMPANY: With regard to the Property, the parties agree that Company:

A. may advertise the Property for lease at Owner's expense by means and methods as Company determines to be reasonably competitive;
B. may display signs on the Property, as Company determines appropriate, in accordance with applicable laws, regulations, ordinances, and restrictions;
C. may authorize other Companies and their associates to show the Property at their own expense;
D. will, using reasonable care, verify references and other information contained in rental applications of prospective tenants;
E. may, using reasonable care, execute lease agreements on behalf of Owner for initial terms (excluding renewals) of not less than **12** months and not to exceed _**24**_ months at market rental rates but not less than any minimum rates specified in paragraph 2;
F. may, using reasonable care, renew, refuse to execute, or refuse to renew lease agreements;
G. may, on Owner's behalf, file claims with, settle with, and release any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property;
H. may collect from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, and late charges;
I. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as Company determines reasonable or necessary;
J. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages;
K. may, when expedient and when Company, in Company's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages; or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes;
L. will maintain accurate books and records so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Property are readily determined at any time;
M. will render a **X** monthly ___ quarterly (*check one*) statement of receipts, disbursements, and charges to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
N. will, each _**X** month ___ quarter (*check one*), remit funds collected by Company for Owner, less authorized deductions, to Owner at the following address:
_440 Louisiana St. Ste 952 Houston Tx 77002-1639_____;
O. will collect and deposit all rents, security deposits, and other funds collected for Owner, less authorized deductions, in a designated trust account, separate and apart from Company's operating account (*Note: Company may maintain one designated trust account for all properties Company leases and manages for others*);
P. may, on Owner's behalf, deduct from any funds Company holds in trust for Owner:
   1) any compensation due Company under this agreement;
   2) any funds Company is authorized to expend under this agreement; and
   3) any reimbursement Company is entitled to receive under this agreement;
Q. may, at Owner's expense, hire, discharge, and supervise contractors to make any and all reasonable or necessary repairs, maintenance, redecorations, or alterations to the Property (including any non-real estate items) provided that Company does not expend more than per repair, maintenance, redecoration, or alteration without Owner's consent;
R. may, without regard to the expense limitation in paragraph 5Q and at Owner's expense, hire, discharge, and supervise contractors to make emergency repairs or alterations to the Property (including any non-real estate items) that Company deems necessary to protect the Property or the health or safety of an ordinary tenant;

S. may, at Owner's expense, during times that the Property is vacant, contract for electricity, gas, fuel, water, telephone, cleaning, alarm monitoring, pool maintenance, lawn maintenance, and such other regularly recurring expenses as Company deems necessary and advisable for the maintenance and care of the Property; and

T. may, at Company's discretion, perform other services reasonably related to the leasing and management of the Property.

6. LEGAL COMPLIANCE: The parties will comply with all legal obligations, duties, and responsibilities under **Texas Property** Code, fair housing laws, or any other statute, administrative rule, act, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Company is not responsible for the compliance of any building or equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any public authority or official, or deed restriction except that Company will notify Owner of any complaints, warnings, notices, or summonses received by Company.

7. ADVANCES: Owner will advance to Company all funds necessary for the leasing or management of the Property. Company is not obligated to advance any money to Owner or any other person. If, however, Company advances any funds to Owner or on behalf of Owner, Owner will promptly reimburse Company such amounts plus interest at the rate of **_10__**% per annum. Company may deduct any advances or reimbursements from any money Company holds in trust for Owner. This paragraph survives termination of this agreement

8. PROPERTY CONDITION:

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute, ordinance, law, regulation of any governmental body or deed restriction, except:

_____

_____- NIL-_____

B. If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint or lead-based paint hazards to be made a part of any lease of the Property. Owner authorizes Company to disseminate to prospective tenants or other Companies copies of the addendum completed by Owner, together with all information concerning lead-based paint or hazards available to Owner or Manager. If the Property was built before 1978, federal law requires that before a tenant is obligated under a lease, the Owner will:
   1) provide the tenant with a federally approved pamphlet on lead poisoning prevention.
   2) disclose the presence of any known lead-based paint or hazard in the Property, and
   3) provide to the tenant all records and reports pertaining to lead-based paint or hazards in the Property available to Owner.

C. Owner will protect, defend, indemnify, and hold harmless Company, Company's associates, and any other Company or their associates from any damages, costs, attorney's fees, and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenant; or (ii) Owner providing any incorrect information to Company, Company's associates, other Companies or their associates, or any prospective tenants.

9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES:

A. Owner represents that:
   1) Owner has fee simple title and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to rent the Property;
   2) Owner is not now a party to a listing agreement or a property management agreement with another Company for the sale, lease, rental, or management of the Property;
   3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
   4) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrance affecting the Property;
   5) the Property is not under the direction of any court; and
   6) all written information relating to the Property provided to Company by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, Company may inform any tenant occupying the Property of such delinquency.

C. Owner must at all times this agreement is in effect:
   1) cooperate fully in good faith with Company to facilitate the showing and marketing of the Property;
   2) not rent or lease the Property to anyone without Company's prior approval;
   3) not enter into another listing or property management agreement with another Company for the rental, leasing, or management of the Property to become effective during the term of this agreement; and
   4) provide Company with copies of all leases or rental agreements, if any, pertaining to the Property.

10. INSURANCE:

A. At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and effect fire and liability coverage for all casualties and hazards customarily covered by casualty insurance in the State of **Texas** Property. for the full insurable value of the

B. Within fifteen (15) days from the Commencement Date, Owner must provide to Company a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this agreement is in effect, Owner must provide Company a copy of an insurance certificate evidencing any change within ten (10) days of the change. If Owner fails to maintain the required insurance, Company may, at Owner's expense, purchase such insurance on behalf of Owner.

11. MANAGEMENT FEES: All fees payable to Company as provided in this paragraph are payable in **Harris** County, State of **Texas** in cash when earned and payable. This paragraph survives termination or expiration of this agreement with regard to fees earned during the term of this agreement which are not payable until after its termination. Company may deduct any fees under this paragraph from any funds Company holds in trust for Owner. If more than one property is made part of and subject to this agreement, each of the provisions below will be read to apply to each property separately.

[X] A. Management Fees: Each month Owner will pay Company the greater of _____ (minimum management fee) or **10%** of the gross monthly rents collected that month. A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the

minimum management fee. Management fees under this paragraph are earned daily and are payable not later than the last day of each month.

[___**X**____] B. Leasing Fees:

[___**X**____] D. New Tenancies: Except for renewals, Owner will pay Company, each time the Property is leased, a leasing fee of New Tenancies (choose one):

[___] (i)_____of all gross rents for the term of the lease;
[_**X**__] (ii) **25%** of one full month's rent due under the lease; or
[___] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[_**X**____] E. Renewals: If a tenant in the Property renews a lease, including an extension or the execution of a new lease, for the Property occupied by the tenant, Owner will pay Company a fee of (choose one):

[____] (i)_____of all gross rents for the term of the lease;
[_**X**___] (ii) **0%** of one full month's rent due under the lease; or
[____] (iii)_____. The leasing fee is earned and payable when the lease is executed.

[___**X**____] F. Service Fees: If Company causes the Property to be repaired, maintained, redecorated, or altered as authorized by paragraph 5Q or 5R:

1) [____] Owner will pay Company a service fee of **10%** of the total cost of the repair, maintenance, alteration, or redecoration. The service fee is earned and payable at the time the repair, maintenance, redecoration, or alteration is complete.
2) [_**X** ___] No Fee

[__**X**_____] G. Interest on Trust Accounts: Company may place any funds Company holds in trust for Owner in an interest-bearing account and may retain any interest or income from such account. Compensation from interest is earned and payable at the time such interest accrues.

[___**X**____] H. Administrative Fees: If Company collects from tenants or prospective tenants administrative charges including, but not limited to, application fees, bad check fees, or late charges (as authorized under paragraph 5H), Company will retain such fees as compensation for the time, effort, and administration required to collect such fees. The administrative fees under this paragraph are earned and payable at the time Company collects such fees.

[___**X**____] I. Fees for Insurance Dealings and Legal Proceedings: If Company negotiates, coordinates, or deals with any insurance carrier regarding any casualty loss to the Property or if Company is required or asked to appear in court or in any legal proceeding for or on behalf of Owner for any reason (such as eviction, tenant disputes, suits for damages, and others), Owner will pay Company ___**100% of cost**_____for such services,

including any time expended in the preparation of any dealings with insurance carriers or appearance in any legal proceeding. Fees under this paragraph are earned at the time the services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[__**X**_____] J. Fees for Sale of Property: "Sell" means to sell, convey, transfer, or exchange or to agree to sell, convey, transfer, or exchange.

1) If Owner sells the Property at any time this agreement is in effect, this agreement will terminate on the date the sale: closes, unless it terminates earlier by other provisions, and all fees under paragraph 3C will be earned and payable at the time the sale closes. Company will waive the fees under paragraph 3C if Owner utilizes Company to sell the Property pursuant to a separate written listing agreement with terms mutually acceptable to the parties.
2) If at any time this agreement is in effect or within days after its termination, Owner sells the Property to a tenant who occupied the Property, Owner will pay Company a fee of the sales price or at the time the sale closes. If, however, a separate written listing agreement between Owner and Company applies to the sale, this paragraph will not apply. Fees under this paragraph are earned at the time Owner agrees to sell the Property and are payable at closing.
3) If at any time this agreement is in effect Owner sells or agrees to sell the Property to a person other than a tenant occupying the same Property and does not utilize Company to sell the Property pursuant to a separate written listing agreement, Owner will pay Company for Company's time and services to coordinate any showings, inspections, appraisals, repairs, and other matters related to the sale of the Property. Fees under this paragraph are earned at the time such services are rendered and payable upon Owner's receipt of Company's invoice or statement.

[_____] K. Other:

_____

_____

12. REIMBURSEMENT OF COMPANY'S EXPENSES:

A. In addition to any fees or compensation due Company under this agreement, Owner will reimburse Company the following expenses that are related to the leasing or management of the Property:

1) copy charges;
2) charges for telephones call or faxes
3) mail charges
4) notary fees and
5) any other expenditure authorized by this agreement or Owner.

B. Reimbursements for expenses are payable upon Owner's receipt of Company's invoice or statement. Company may deduct any reimbursement for expenses from any funds Company holds in trust for Owner. This provision survives termination of this agreement.

13. FUNDS RECEIVED BY COMPANY AFTER TERMINATION: If Company receives any funds on behalf of Owner after this agreement terminates (for example, payment of rent, damages, bad debts, etc.) Company will remit those funds to Owner less any fees or reimbursements Company is entitled to retain as if this agreement was in effect. This provision survives termination of this agreement.

14. LIMITATION OF LIABILITY:

A. Unless caused by Company or Company's negligence, Company is not responsible in any manner for:

1) personal injury to Owner or any tenant resulting from acts of third parties:
2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes,
3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
4) any lease violations or default by any tenant; or
5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless Company from any damages, costs, attorney's fees, or expenses arising from acts of third parties or any other damage not caused by Company's negligence.

C. If any loss, damage, or injury to the Property or any person is caused by Company or Company's negligence and such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold Company liable only for Owner's deductible in such a policy and any other out-of-pocket expenses

15. DEFAULT: If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non- defaulting party may seek any relief provided by law.

16. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

17. ATTORNEY'S FEES: If Owner or Company is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

18. NOTICES: All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

to Company at:
____18062 FM 529 Ste 144 _____

_____Cypress Tx 77433_____

_____

to Owner at:
____440 Louisiana St. Ste 952_____

_____Houston Tx 77002-1639_____

_____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice to, payment to, signature of, or instruction from, any one or more of the Owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.
C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.
D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
E. Controlling Law: The laws of the State of **TEXAS** govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Anera Enterprises LLC	01/01/2025	Onyx Portfolio LLC	01/01/2025
Company's Printed Name	Date	Owner Printed Name	Date
Company Representative's Signature		Owners Signature	