

PABIAN VENTURES, LLC, MANAGEMENT AGREEMENT

This Agreement is made and entered into this _____ day of _____, 20____ between **Pabian Ventures, LLC DBA Pabian Properties**(“Manager”) and _____ (“Owner”).

Owner employs the services of the Manager, which includes the supervision and the administration of the physical maintenance and/or the financial matters of properties. These supervision services may include assisting the owner in decisions in the selection of tenants, budgeting for the operation of property or a property, collecting of rent or rents, or maintaining security deposits, etc.the following described property (“the Property”) is:

This Agreement constitutes the entire agreement between the parties for this contract. No modification to this Agreement shall be effective unless in writing and executed by both the Manager and the Owner.

Responsibilities of Manager. Owner hereby appoints Manager as his lawful agent and attorney-in-fact with full authority to do any and all lawful things necessary for the fulfillment of this Agreement, including the following:

- A. **Collection and Disbursement.** Manager agrees to collect all rents as they become due; to render to Owner a monthly accounting of rents received and expenses paid; and to remit to Owner all income, less any sums paid out. Manager agrees to collect rent(s) from tenant(s) and to disburse funds by ordinary mail or as instructed by Owner on or before the 10th day of the next month, provided that rent(s) have been received by tenant(s).
- B. **Maintenance and Labor.** Manager agrees to make or cause to be made all decorating, maintenance, alterations and repairs to the Property, and to hire and supervise all employees and other labor for the accomplishment of same. Manager requires a 50% deposit before any work will begin.
- C. **Advertisement and Legal Proceedings.** Manager agrees to advertise the Property for tenants, screen tenants and select tenants of suitable credit worthiness. Manager will set rents that, in the opinion of Manager at the time of rent negotiations with the tenant, reflect the market conditions at that time and approximate rents of comparable rental properties, unless expressly instructed in writing by Owner to Manager to the contrary, regarding the amount of initial rent and subsequent increases as my be appropriate from time to time. Manager will only show properties which are in “rent ready” condition. Manager agrees to rent and to lease the Property; to sign, renew, and to cancel rental agreements and leases for the Property or any part thereof; to sue and recover for rent and loss or damage to any part of the property and/or furnishings thereof; and, when expedient, to compromise, settle, and release any such legal proceedings or lawsuits.

Responsibilities of Owner.

- A. **Insurance.** It is Owner's responsibility to have coverage and to maintain property insurance coverage against any and all perils on the Property. To the extent that such coverage is provided by the Owner's insurance carrier, the Owner hereby agrees to hold Manager harmless from, and to defend Manager against, any and all claims, charges, debts, demands and lawsuits, including attorney's fees, arising out of the lawful management of the property by Manager or the lawful performance or reasonable exercise of any of the duties, obligations, powers, or authorities herein or hereafter granted to Manager.
- B. **Rental Business License.** Owner agrees to acquire and maintain a rental property business license for each unit on the Property, as it applies to the location of said unit(s).
- C. **Landlord/Tenant Relations.** Owner agrees to abide by the conditions set forth by Manager to the tenant on the Owner's behalf. Owner agrees to communicate with tenants through Manager whenever practicable. Owner furthermore agrees to abide by the terms set forth in Lease Agreement between Manager and the tenant, and to abide by the *State of Delaware Landlord/Tenant Code, 25 Del. C. § 5101, et seq.* Owner agrees to have locks put on Manager's master key system at Owner's expense.
- D. **Compensation of Manager.** Owner agrees to compensate Manager as follows: Owner agrees to pay Manager one hundred percent (100%) of the first full month's rent as a fee for acquiring, screening, and renting the Property. Manager shall retain nine percent (9.0%) of all income collected (minimum of \$40 per month), as a fee for managing the Property, which, along with any repair expenses, shall be deducted by Manager from rents. Owner agrees to pay a \$20.00 administrative/set up fee for each individual rental unit, and a \$100 fee upon annual renewal of any tenant's lease. Manager shall retain any late fees collected from the tenant as administrative costs related to the collection. Owner agrees to pay a \$250 eviction fee, which will be assessed in the event Manager is required to appear in court.

Term of Agreement. This Agreement shall be effective as of the _____ day of _____, 20____ and shall expire on the _____ day of _____, 20____. Upon expiration of the above initial term, this Agreement shall automatically renew a like period of time at the current compensation rate unless terminated in writing sixty (60) days prior to the renewal date. The written notice commences on the first full month. This Agreement may also be terminated by mutual agreement of the parties at any time. Upon termination, Owner shall pay to Manager any fees, commissions, legal fees and expenses due to Manager under the terms of this Agreement, which are owing to Manager.

Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Manager and the heirs, administrators, successors, and assigns of the Owner. Notwithstanding the preceding sentence, Manager shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business. In the event of such sale, upon approval by Owner, Manger shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement on the date first above written.

Owner Signature

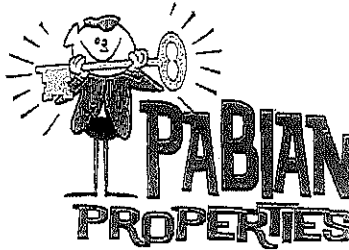
Date

Owner Print Name

Date

Manager

Date



Property Management & General Contractor

Owner Information Sheet

Company Name: _____

Property Address: _____

Owner Name(s): _____

Mailing Address: _____

Home Phone: _____ Mobile: _____ Work: _____

Email Address: _____

***Required for access to owner portal (payments, work orders, etc)*

Additional Contact Person: _____

Additional Contact Number: _____ Relationship: _____

101B North Maryland Avenue Wilmington, DE. 19804

PABIANPROPERTIES.COM

Office: 302-762-1992 Fax: 800-791-0076



Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table> </td> </tr> <tr> <td style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table> </td> </tr> </table>	Social security number	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table>					Employer identification number	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table>				
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Part II Certification Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
Sign Here	Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person.

For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships.

Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Property Description Sheet

Property Address: _____

Building Type: _____ Square Footage: _____ Rent Amount: _____

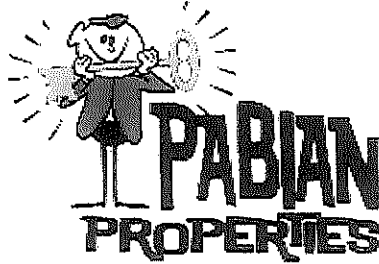
Bedroom(s): _____ Bathroom(s): _____ Floor(s): _____

Amenities:

- | | | |
|------------------------------|-----------------------------|----------------------|
| _____ Assigned Parking | _____ Driveway | _____ Ceiling Fans |
| _____ Garage | _____ Porch | _____ Screened Porch |
| _____ Patio | _____ Privacy Fence | _____ Rear Yard |
| _____ Fitness Center | _____ Tennis Court | _____ Pool |
| _____ Oil Heat | _____ Electric Heat | _____ Gas Heat |
| _____ Radiators | _____ Gas Stove | _____ Electric Stove |
| _____ Range Hood-Exhaust Fan | _____ Security System | _____ Carpet |
| _____ Hardwood Floors | _____ Vinyl Floors | _____ Central Air |
| _____ Window Units | _____ Microwave | _____ Dishwasher |
| _____ Lawn Care Included | _____ Hot Water Included | _____ Water Included |
| _____ Sewer Included | _____ Trash Included | _____ Heat Included |
| _____ Snow Care Included | _____ Section 8 Included | _____ Refrigerator |
| _____ Pet(s) Allowed | _____ Finished Basement | _____ Kitchen Pantry |
| _____ Washer/Dryer in Unit | _____ Washer/Dryer hook ups | _____ Loft |
| _____ Garbage Disposal | _____ Eat-In Kitchen | _____ Fireplace |
| _____ Den/Office | _____ Walk In Closets | |

Additional Amenities:

Utilities:	Company	Included
Water	_____	_____
Sewer	_____	_____
Gas/Electric	_____	_____
Trash	_____	_____



Property Management Fees

- Owner agrees to pay manager 100% of the first full month's rent as a fee for acquiring, screening & renting the premises
- Owner agrees to 9.0% of all income collected, as a fee for managing the property; plus and repair expenses may be deducted by the Manager from rents
- There is a \$20.00 set up fee for each individual rental unit
- Manager retains any late fees collected from the tenant for administrative costs related to the collection
- A Court Appearance fee of \$250.00 will be assessed only if we are required to appear in Court
- All units are required to be keyed to our Master key system within 72 hours of agreement. Cost ranges from \$99-\$200 (depending upon the make of the locks & amount to be rekeyed per unit)
- \$100 fee for annual lease renewals