

Residential Lease

Basic Information

Date: November 7, 2021

Landlord: KAMY REAL PROPERTY TRUST

Landlord's Address: P.O. Box 50593, Denton, TX 76206-0593

Tenant: Blake Reames & Halle Reames

Tenant's Address: 5419 Mill Run Dr. McKinney, TX. 75070

Monthly Rent: As of November 7, 2021, your prorated amount due is \$2,156.00. Beginning December 1st, 2021, your monthly rent amount will be \$2,695.00 and is subject to terms and conditions of this contract.

Term (months): 36

Commencement Date: November 7, 2021

Termination Date: October 31, 2024

Security Deposit: \$15,000.00

Pet Deposit: \$3,000 (tenant has 3 pets)

Permitted Use: Private residence

Occupants (other than Tenant): Lena Reames (4), Nora Reames (3), and Marganax Reames (7 months)

Utilities to Be Provided by Landlord: None

Tenant's Insurance: As required by Insurance Addendum

Landlord's Insurance: As required by Insurance Addendum

A. Definitions

A.1. "Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

A.2. "Injury" means (a) harm to or impairment or loss of property or its use or (b) harm to or death of a person.

A.3. "Rent" means Monthly Rent plus any other amounts of money payable by Tenant to Landlord. Rent shall be due on the first (1st) day of the month, every month Tenant occupies the Premises.

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A.4. "Surrender" occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:

(a) The date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or

(b) Tenant returns keys, garage door openers, access devices, etc. that Landlord provided to Tenant under this Lease.

B. Tenant's Obligations

B.1. Tenant agrees to—

B.1.a. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

B.1.b. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

B.1.c. Obey all laws relating to Tenant's Permitted Use, maintenance of condition, and occupancy of the Premises.

B.1.d. Pay monthly, in advance, on the first day of the month, the Monthly Rent to Landlord at Landlord's Address.

B.1.e. Pay, as additional Rent, all other amounts due under this lease.

B.1.f. [NOTICE OF LATE FEE/CHARGE] Pay a late fee of \$30.00 (the initial fee) if Rent has remained unpaid one (1) full day after the date the Rent was originally due, and another daily late fee of \$10.00 (additional late fee) for each day the Rent continues to remain unpaid. It being expressly understood and agreed that the aforementioned fees are a reasonable estimate of uncertain damages to the Landlord that are incapable of precise calculation and result from late payment of Rent. Notwithstanding anything herein to the contrary, Landlord shall not be required to notify Tenant of the duty to pay the fees set forth in this subsection B.1.f.

B.1.g. Pay for all utility services used by Tenant and not provided by Landlord.

B.1.h. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

B.1.i. Repair any damage to the Premises caused by Tenant or the occupants listed under "Occupants (other than Tenant)."

B.1.j. SUBMIT IN WRITING TO LANDLORD ANY REQUEST FOR REPAIRS, REPLACEMENT, AND MAINTENANCE THAT ARE THE OBLIGATIONS OF LANDLORD.

B.1.k. Move out of the Premises, and return all keys, keypads, and garage door openers, at the end of the Term. Furthermore, all additions repairs, and/or fixtures installed or added by Tenant, shall remain on/with the

Premises. . . and shall be the property of the Landlord. Finally, any addition or alteration to the Premises that cannot be removed without damage to the Premises shall remain on/with the Premises.

B.1.l. Pay Rent by check, money order, or other traceable or negotiable instrument.

B.1.m. As a condition for refunding the Security Deposit, Tenant shall give Landlord advance written notice of surrender of the Premises.

B.2. Tenant agrees not to—

B.2.a. Use the Premises other than as a residence occupied by the named Tenant and the occupants listed under "Occupants (other than Tenant)."

B.2.b. Create or permit a nuisance or interfere with any neighbor's use of its Premises.

B.2.c. Change or alter, in any manner, Landlord's lock system.

B.2.d. Alter the Premises.

B.2.e. Allow a lien to be placed on the Premises.

B.2.f. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord's Obligations

Landlord agrees to—

C.1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

C.2. Obey all laws, ordinances, orders, rules, regulations, and covenants applicable to the use, condition, and occupancy of the Premises.

C.3. Not provide utilities [securing/obtaining utilities shall be the responsibility of the Tenant].

C.4. Use reasonable efforts to make repairs to the Premises, but Landlord shall not be required to repair a condition unless Tenant notifies Landlord, in writing, of the condition and Tenant has paid all rent then due. Landlord will not be required to repair conditions caused by Tenant or the occupants listed under "Occupants (other than Tenant)," unless caused by normal wear and tear, and will not be required to re-carpet or repaint the Premises.

C.5. Return the Security Deposit to Tenant on or before the thirtieth day after the date Tenant surrenders the Premises, after subtracting from the Security Deposit all amounts applied to cure any breach of the lease by Tenant as provided below, provided that Tenant has given Landlord written notice of Tenant's new address. Tenant shall give advance written notice, to Landlord, of surrender of the premises as a condition for refunding said security deposit.

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D. General Provisions

Landlord and Tenant agree to the following:

D.1. Insurance. Tenant and Landlord will maintain the respective insurance coverage, if any, described above.

D.2. Release of Claims/Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PREMISES COVERAGE REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

D.3. Casualty/Condemnation. If the Premises are damaged by fire or other casualty or are condemned, then either Landlord or Tenant may terminate this lease by notifying the other. Any Rent prepaid by Tenant will be returned to Tenant on termination.

D.4. Default by Landlord/Events. Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to remedy a condition that materially affects the physical health or safety of an ordinary tenant within ten days after written notice, unless such condition results from Tenant's actions.

D.5. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not remedy a condition (not resulting from Tenant's actions) that materially affects the physical health or safety of an ordinary tenant for thirty days after notice, terminate this lease.

- a. Provided Tenant is not delinquent in the payment of Rent when Tenant provides Landlord any required notices and subject to applicable limitations in section 92.056 of the Texas Property Code, if Landlord has not repaired or remedied within a reasonable time or if Landlord is not making a diligent effort to repair or remedy any condition that materially affects the physical health or safety of an ordinary tenant, and Landlord is obligated under this lease to repair or remedy the condition, then Tenant may, following notice to Landlord (i) by certified mail, return receipt requested, or by registered mail or (ii) by notice to the person to whom or at the place where Tenant's Rent is normally paid, followed by a subsequent written notice if the condition is not remedied or repaired within a reasonable period of time

following the first notice—

- I. terminates this lease;
 - II. have the condition repaired or remedied according to section 92.0561 of the Texas Property Code if the condition involves any of the following and at least one of Tenant's notices to Landlord includes a reasonable description of the proposed repair or remedy, along with a statement that Tenant intends to repair or remedy the condition:
 - (a) The backup or overflow of raw sewage inside the Premises or the flooding from broken pipes or natural drainage inside the Premises;
 - (b) Potable water service to the Premises is not available, and Landlord has expressly or impliedly agreed in this lease to furnish potable water to the Premises;
 - (c) heating or cooling equipment serving the Premises is producing inadequate heat or cooled air, Landlord has expressly or impliedly agreed in this lease to furnish heating or cooling equipment, and Landlord has been notified in writing by the appropriate local housing, building, or health official or other official having jurisdiction that the lack of heat or cooling materially affects the health or safety of an ordinary tenant; or
 - (d) any other condition exists at the Premises that materially affects the health or safety of an ordinary tenant, and Landlord has been notified in writing by the appropriate local housing, building, or health official or other official having jurisdiction of such condition;
 - III. Deduct from Tenant's Rent, without necessity of judicial action, the cost of the repair or remedy of any condition listed in section D.5.a.ii. in compliance with section 92.0561 of the Texas Property Code; or
 - IV. Obtain judicial remedies according to section 92.0563 of the Texas Property Code.
- b. If Tenant elects to terminate this lease, Tenant is—
- I. entitled to a pro rata refund of Rent from the date of termination or the date Tenant moves out, whichever is later;
 - II. entitled to deduct Tenant's Security Deposit from Tenant's Rent without the necessity of lawsuit or to obtain a refund of Tenant's Security Deposit

according to law; and

- III. Not entitled to the other repair-and-deduct remedies under section 92.0561 of the Texas Property Code or the judicial remedies under subdivisions (1) and (2) of subsection (a) of section 92.0563 of the Texas Property Code.
- c. If Tenant elects to have the condition repaired or remedied following the requirements of section 92.0561 of the Texas Property Code, Tenant may have the condition repaired or remedied—
- I. immediately following Tenant's notice of intent to repair if the condition involves sewage or flooding;
 - II. within three days following Tenant's delivery of notice of intent to repair if the condition involves a cessation of potable water or inadequate heat or cooled air; or
 - III. within seven days following Tenant's notice of intent to repair or remedy the condition if the condition involves any other matter affecting the physical health or safety of an ordinary tenant; and

Tenant may deduct the cost to repair or remedy the condition from a subsequent Rent payment, but the deduction may not exceed the amount of one month's Rent under the lease or \$500, whichever is greater. When deducting the cost of repairs from the Rent, Tenant must furnish Landlord, along with payment of the balance of the Rent, a copy of the repair bill and the receipt for its payment. A repair bill and receipt may be the same document. Repairs and deductions may be made as often as necessary as long as Tenant otherwise complies with section 92.0561 of the Texas Property Code and the total repairs and deductions in any one month do not exceed one month's Rent or \$500, whichever is greater.

- d. If Tenant's Rent is subsidized in whole or in part by a governmental agency, the deduction limitation of one month's Rent shall mean the fair market rent for the dwelling and not the Rent that Tenant pays. The fair market rent shall be determined by the governmental agency subsidizing the Rent, or in the absence of such a determination, it shall be a reasonable amount of rent under the circumstances.
- e. Tenant repairs pursuant to section 92.0561 of the Texas Property Code must be made by a company, contractor, or repairman listed in the yellow or business pages of the telephone directory or in the classified advertising section of a newspaper of the local city, county, or adjacent county at the time of Tenant's notice of intent to repair and must be made in compliance with applicable building codes, including a building permit when required. Unless otherwise agreed between Tenant and Landlord, any repairs made pursuant to section 92.0561 of the Texas Property Code may not be made by Tenant, Tenant's immediate family, Tenant's employer or

employees, or a company in which Tenant has an ownership interest. In addition, repairs may not be made by Tenant under section 92.0561 of the Texas Property Code to the foundation or load-bearing structural elements of a building of which the Premises is a part if the building contains two or more dwelling units.

- f. If Landlord repairs or remedies the condition or delivers to Tenant an affidavit for delay under section 92.0562 of the Texas Property Code after Tenant has contacted a repairman but before the repairman commences work, Landlord shall be liable for the cost incurred by Tenant for the repairman's trip charge and Tenant may deduct the charge from Tenant's Rent as if it were a repair cost.
- g. If Tenant elects to pursue judicial remedies against Landlord pursuant to section 92.0563 of the Texas Property Code, those remedies include—
 - I. An order directing Landlord to take reasonable action to repair or remedy the condition;
 - II. An order reducing Tenant's rent, from the date of the first repair notice, in proportion to the reduced rental value resulting from the condition until the condition is repaired or remedied;
 - III. A judgment against Landlord for a civil penalty of one month's Rent plus \$500;
 - IV. A judgment against Landlord for the amount of Tenant's actual damages; and
 - V. Court costs and attorney's fees, excluding any attorney's fees for a cause of action for damages relating to a personal injury.

D.6. Default by Tenant/Events. Defaults by Tenant are (a) failing to timely pay Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten (10) days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) (for which three (3) days notice shall be sufficient).

D.7. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet, (b) enter the Premises and perform Tenant's obligations, and (c) terminate this lease by written notice and sue for possession or damages or both.

D.8. Mitigation. Landlord and Tenant have a duty to mitigate damages.

D.9. Security Deposit. If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.

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D.10. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

D.11. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

D.12. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and any other costs.

D.13. *Venue.* Exclusive venue is in the county in which the Premises are located.

D.14. *Entire Agreement.* This lease, its exhibits, addenda, and riders are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this lease and any exhibits, addenda, and riders.

D.15. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

D.16. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

D.17. *Notices* ANY NOTICE REQUIRED OR PERMITTED UNDER THIS LEASE MUST BE IN WRITING. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, either certified mail with return receipt requested, or regular mail, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Notwithstanding the forgoing, a "Notice to Vacate" (a/k/a three (3) day notice), for non-payment of rent shall be made by any method provided by Texas Law, and shall be deemed delivered when so made.

D.18. *Texas Property Code.* Landlord and Tenant each acknowledge that chapter 92 of the Texas Property Code, which deals with residential tenancies, affords certain rights and imposes certain duties on them.

D.19. *Abandoned Property.*

(1) If Tenant leaves any personal property in the Premises after surrendering or abandoning the Premises Landlord may:

- (a) dispose of such personal property in the trash or a landfill;
- (b) give such personal property to a charitable organization; or
- (c) store and sell such personal property by following procedures in §54.045(b)-(e), Property Code.

(2) Tenant shall reimburse Landlord all Landlord's reasonable costs under Paragraph D.19(1) for packing,

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removing, storing, and selling the personal property left in the Premises after surrender or abandonment.

(3) "Abandonment" occurs when all of the following occur:

- (a) all occupants have vacated the Premises, in Landlord's reasonable judgment;
- (b) Tenant is in breach of this Lease by not timely paying rent; and
- (c) Landlord has delivered written notice to Tenant, by affixing it to the inside of the main entry door or if the Landlord is prevented from entering the Premises by affixing it to the outside of the main entry door, stating that Landlord considers the Premises abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 2 days from the date the notice is affixed to the main entry door.

D.20. Residential Landlord's Lien. LANDLORD WILL HAVE A LIEN FOR UNPAID RENT AGAINST ALL OF TENANT'S NONEXEMPT PERSONAL PROPERTY THAT IS IN THE PREMISES AND MAY SEIZE SUCH NONEXEMPT PROPERTY IF TENANT FAILS TO PAY RENT. SUBCHAPTER C, CHAPTER 54, PROPERTY CODE GOVERNS THE RIGHTS AND OBLIGATIONS OF THE PARTIES REGARDING LANDLORD'S LIEN. LANDLORD MAY COLLECT A CHARGE FOR PACKING, REMOVING, OR STORING PROPERTY SEIZED IN ADDITION TO ANY OTHER AMOUNTS LANDLORD IS ENTITLED TO RECEIVE. LANDLORD MAY SELL OR DISPOSE OF ANY SEIZED PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF §54.045, PROPERTY CODE.

D.21. Tenant's Statutory Right to Terminate. Tenant may have special statutory rights to terminate the lease early in certain situations involving family violence, military deployment or transfer, or sexual assault or sexual abuse.

D.22. Repairs: (Notice: Subchapter B, Chapter 92, Property Code governs repair obligations).

a. **Repair Requests: All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair.** In the event of an emergency related to the condition of the Premises that materially affects the physical health or safety of an ordinary tenant, call: 940.536.1274.

Ordinarily, a repair to the heating and air conditioning system is not an emergency.

b. **NOTICE:** If Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary tenant as required by this lease or the Property Code, Tenant may be entitled to exercise remedies under §92.056 and §92.0561 of the Texas Property Code. If Tenant follows the procedures under those sections, the following remedies may be available to Tenant: (1) terminate the lease and obtain an appropriate refund under §92.056(f); (2) have the condition repaired or remedied according to §92.0561; (3) deduct from the rent the cost of the repair or remedy according to §92.0561; and (4) obtain judicial remedies according to §92.0563. Do not exercise these remedies without consulting an attorney or carefully reviewing the procedures under the applicable sections. The Property Code presumes that seven (7) days is a reasonable period of time for the Landlord to make a diligent effort to repair a condition unless there are circumstances which establish that a different period of time is appropriate (such as the severity and nature of the condition and the availability of materials, labor, and utilities). Failure to strictly follow the procedures in the applicable sections may cause Tenant to be in default of the lease.


c. **Completion of Repairs:**

(1) Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair,

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whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion. (2) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.

d. Payment of Repair Costs: Except as otherwise specified in this lease, Landlord will pay to repair or remedy conditions in the Premises in need of repair if Tenant complies with the procedures for requesting repairs as described in this Section 18.

(1) Landlord will pay the entire cost to repair the following items not caused by Tenant or Tenant's negligence:

- (a) Heating and air conditioning systems;
- (b) Water heaters; or
- (c) Water penetration from structural defects.

(2) Landlord will NOT pay to repair the following items unless caused by Landlord's negligence:

- (a) Conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant;
- (b) Damage to doors, windows, and screens;
- (c) Damage from windows or doors left open;
- (d) Damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Premises;
- (e) Items that are cosmetic in nature with no impact on the functionality or use of the item; and
- (f) The following specific items or appliances: _____

e. Trip Charges: If a repair person is unable to access the Premises after making arrangements with Tenant to complete the repair, Tenant will pay any trip charge the repair person may charge, which amount may be different from the amount stated in Paragraph A(14).

f. Advance Payments and Reimbursements: Landlord may require advance payment of repairs or payments under this Paragraph 18 for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph 18 for which Tenant is responsible.

D.23. Monthly Rent Increase.

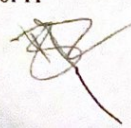
- a. Beginning one year from the Commencement Date, the Monthly Rent will be increased ten percent (10%) and the Monthly Rent will likewise be increased ten percent (10%) each and every annual anniversary date thereafter that this Lease shall remain in force and effect.
- b. Landlord shall not be obligated to, notify Tenant of each increase in the Monthly Rent; therefore, Landlord's failure to so notify the Tenant shall not waive or excuse Tenant's obligation to pay the increased Monthly Rent.

D.24. Advertisement of Premises. During the last thirty days of the Term, Landlord may place a sign on the Premises advertising the Premises for rent or sale.

D.25. Inspection and Acceptance of Premises. Tenant has inspected the Premises, and Tenant has accepted the Premises in the present condition . . . said condition being habitable and acceptable for Tenant's residential purposes.

D.26. Emergencies. Tenant may call 940.536.1274 to report emergencies that affect the Premises and that threaten Tenant's physical health or safety.

D.27. Tenant will pay association fee and benefits from association Amenities.

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LANDLORD:
KAMY REAL PROPERTY TRUST

By: [Signature]
Trustee or Authorized Representative of
KAMY REAL PROPERTY TRUST

TENANTS:

[Signature]
Blake Reames

11/8/2021
Date

[Signature]
Halle Reames

11/8/2021
Date

TEX. CIV. PRAC. & REM CODE §132.001 DECLARATION

The undersigned is the Tenant identified in the Lease set out above; I have read the foregoing Lease and the statements contained therein are true and correct to the best of my knowledge and belief.

Our names are Blake Reames | Halle Reames [name of tenants], our date of births are 1.14.85 | 8.16.93, and our address is 5419 Mill Run Dr., McKinney, TX. We declare under penalty of perjury that the foregoing [Lease] is true and correct.

Executed in Denton County, State of Texas, on 11/8/, 2021.

[Signature]
Signature of Tenant

[Signature]
Signature of Tenant

I, Blake Reames signed on behalf of my wife and have power of attorney. [Signature]

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