

SMS PROPERTIES LLC

LEASE AGREEMENT

THIS LEASE, made this 7th day of January 2022 is between SMS Properties (Shawn Szymanski) hereafter referred to as Lessor and Lennell Rite Harris hereafter referred as Lessee.

WITNESSETH: Lessor hereby leases and rents to Lessee, and Lessee hereby leases from Lessor, the following described premises, 1201 W. Randolph, ENID OK 73340 County of CARTER and state of Oklahoma, to be used by Lessee as lawful, private dwelling, together with the following personal property located on such premises: (circle items) Stove, Refrigerator, Dishwasher, Garage Door Opener, Trash Compactor, Other please list: N/A for a term of 1 year beginning on the 1st day of January month, 2022 year.

LESSOR AND LESSEE further agree to the following:

RENT: Lessee agrees to pay to Lessor, in advance to the Lessor on the 1st day of each month of said term, as rent for said premises, the sum of \$ 650.00 per month.

LATE PAYMENT PENALTY: In the event that Lessees rent has not been paid or postmarked on or before the 1st day of the month, a \$40.00 late charge ~~will be assessed. If payment of rent has not been received within 5 days there will be a \$5.00 per day late charge assessed.~~ Furthermore, if ~~payment of rent has not been received within 10 days~~ Lessee shall be in violation of terms of the agreement and shall have five (5) days to vacate premises or become subject to eviction under Forcible Entry and Detainer Law. Lessor shall take possession of premises on the 15th day of said nonpayment. 5.5.

TRANSFER CLAUSE: In the event the lessee is transferred by his company, then a 30-day notice will be all that is necessary to terminate lease. Written proof of transfer will be required.

DAMAGE TO PREMISES: Lessee is and shall be responsible and liable for any injury done to the leased premises or the building in which the same is located, by Lessee, employee's, or any occupant or any other person permits to be in or about the lease premises. Lessee is liable for any damage to the premises caused by Lessee's failure to properly heat the premises during cold weather. Lessee is liable for the freezing of the outside water faucets caused by failure of Lessee to disconnect water hoses in winter. Lessee is liable for stoppage of plumbing drains caused by grease, sanitary napkins, or other non-sewage items. Lessee shall pay the expense of replacing all glass broken and shall replace all keys lost or broken, and maintain the premises in such condition, order and repair as the same are in at the commencement of the term, or may be put in during the term, reasonable wear and tear and damage by fire or other casualty excepted.

SUBLEASE: Lessee shall not have the right or power to sublet the premises or any part thereof, or to transfer or assign this lease without the written consent of Lessor.

CONDITION OF PREMISES: Lessee has examined the premises, is satisfied with the physical condition ad Lessee taking possession is conclusive evidence of receipt of them in good order and repair, except as otherwise specified in Exhibit "A" attached hereto and made a part of this agreement, and Lessee agrees that no representation as to condition of repair had been made except as its condition in the lease and Lessee agrees that no promise to decorate, alter, repair, or improve the premises has been made except such as in contained in the lease.

RULES: Lessee shall comply with the reasonable rules and regulations now or at any time hereafter during the existence of the lease adopted by Lessor, and posted in or about the said building, or otherwise brought to the notice of Lessee, both in regard to the building as a whole and as to the premises herein leased.

FIRE CLAUSE: In the event the leased premises are totally destroyed by fire, rain, wind or other causes beyond the control of Lessee, or any condemned and ordered tore down by the property constituted authorities of the state, County, or the City, then in either of these events the lease shall cease and terminate as of the date of the destruction.

If the leased premises are injured by fire, rain, wind, or other cause, beyond the control of the Lessee, so as to render the same partially untenable or partially unfit for the use or purpose for which the same are hereby let, and are repairable within a reasonable time, then in the event, this lease shall remain in full force and effect, but there shall be an abatement in rent in other proportion that the damaged portion of the leased premises bears to the whole of the said lease premises.

GAS, ELECTRIC, WATER: lessee agrees to hold the Lessor free from any and all expense on said premises in assessments for electricity gas, water and any other expenses incidental to the occupancy of said property.

INSTALLMENT OF EQUIPMENT: Le agrees not to install mechanical equipment, ceiling fans or television or radio antenna (or any new TV outlets) within the premises or thereof without the Lessor's written consent.

ANIMALS: Lessee agrees that no domestic animals will be kept in or about the lease premises without the written consent of Lessor.

CARE OF LAWN AND LANDSCAPING: The Lessee agrees to water, mow, trim, or otherwise care for all lawns, trees, shrubs and plants provided by the Lessor. In the event that it is not possible for the Lessee to perform these tasks, an additional charge shall be made and assessed to the Lessee so these items can be tended to either by the Lessor or a gardener hired by the Lessor. The responsibility rest with the Lessee during the term unless a special arrangement is defined in this paragraph.

PARKING: No boats or recreational vehicles shall be parked at the premises unless agree to in this paragraph. No vehicles (including moving vans, motorcycles, etc.) are to be driven or parked on yard or greenbelt. Any vehicles disassembled shall be reassembled with three (3) days unless Lessor is notified and provision is notified and provisions is made for a longer project time inside the garage.

INTENT TO VACATE: Lessee hereby agrees to deliver notice in writing of intentions to vacate premises at least thirty (30) days priors to vacating, whether or not premature termination of this lease is contemplated.

NOTICES: A notice of demands authorized or required to be given to Lessee hereunder may be served upon Lessee in person or by mail addressee to him at the leased premises. All notices to Lessor shall be mailed to Lessor.

NOISE, ETC.: Loud and boisterous noise, or any other objectionable behavior by resident(s) or their guests cannot be permitted, and Lessee agrees to use good judgment and thoughtfulness for others in the use of residence. Lessee further agrees no to commit suffer or permit any waste or nuisance in, on, or about the said premises or in any way to annoy, molest or interfere with any other resident or occupant, nor to use in a wasteful or unreasonable or hazardous manner any of the utilities furnished by Lessor.

RIGHT OF ENTRY: Permit Lessor, his/her agents and employees, to enter the dwelling unit due in reasonable hours to inspect the premises, to make necessary or agree services, or exhibit the dwelling to prospective or actual purchasers, mortgagees, tenants, workmen or contractors with 24-hour notice. Lessor may retain a master key for the purpose of making an entry permitted hereunder. The Lessor, his agents and employees, may enter the dwelling unit without consent of the Lessee in case of emergency.

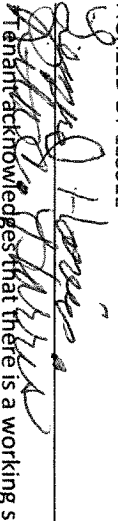
NON-WAIVER: Acceptance of rents by Lessor shall not be deemed a waiver by it or any prior breach of Lessee. The failure of Lessor in any case to enforce or to insist upon the strict performance of any provision of the rental agreement shall not prevent a subsequent act, which would have originally constituted a violation or default hereunder from having all the force and effect of the original violation of default.

PERSONAL PROPERTY: Lessor shall not be liable for any damage or losses to persons or property caused by acts or omissions of other Lessee's or other persons, nor shall Lessor be liable for personal injury or damage or loss of Lessee's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, rising water, water leaks, seepage from any source, rainstorm, smoke, explosions, some booms, any acts of God or other causes whatsoever. In the event Lessor provides or allows Lessee to store personal property on the premises, Lessee accepts all risk of loss or damage and agrees to hold Lessor harmless therefrom. LESSOR STRONGLY RECOMMENS LESSEE SECURES INSURANCE TO PROTECT LESSEE AND LESSEE'S PROPERTY FROM ALL THE ABOVE OCCURRANCES.

CO-TENANCY: If more than one person executes this lease as lessee, their obligations hereunder are joint and several, and any act of notice of or to, or refund to, or the signature of one or more them is relation to the termination of the lease, or under our with respect o any of the terms thereof, or any default hereunder shall be fully binding upon each and all of the persons executing this lease as Lessee. All rights of the Lessor hereunder ay be executed by the Lessor or its agents or representatives.

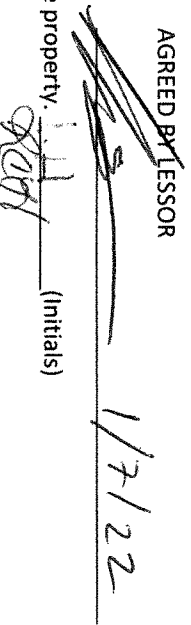
LANDLORDS AND TENANT ACT: It is the intent of this lease to comply fully with the "Oklahoma Residential Landlord and Tenant Act" of 1978. If any provisions of this lease shall be in conflict with the act, the applicable provisions of the act shall govern this lease; however, all other provisions shall remain in full force and effect.

AGREED BY LESSEE



I hereby acknowledge that there is a working smoke detector in the property.

AGREED BY LESSOR


1/7/22
(Initials)