(R 2-20-26)

2 Primrose Lane
Brunswick, ME 04011
(207) 442-7224
baybridge@legacymhc.com

LEASE AGREEMENT

Lease agreement made this _____ day of _____, 20____ (the "Effective Date") between LGC BBE LLC, a Delaware limited liability company ("Park Owner") and _____ (collectively "Resident").

1. Premises: In consideration of the Resident's payment of rent and agreement to and compliance with the other provisions set forth in this Lease, the Park Owner leases to the Resident the Lot located at_____, being Lot #_____ (the "Lot") at Bay Bridge Estates Mobile Home Park in Brunswick, Maine (the "Park"), for the following mobile home: _____[make/model], serial number: _____ (the "Home"). This Lease permits occupancy only by the Resident and the following additional persons: _____. Additional occupants, may reside in the mobile home with the written consent of the Park Owner. Guests shall be permitted, provided that the Resident notifies the Park Owner in writing of the names and lengths of visits of any guests staying longer than seven (7) consecutive days. In no event are guests permitted to stay more than thirty (30) days each year. Park Owner reserves the right, in its sole discretion, to restrict the number of visitors at a particular time, or to require the immediate removal of any visitor who has failed to comply with this Lease or the Rules and Regulations (as defined herein).

2. Term: Resident leases the Lot from Park Owner on a month-to-month basis commencing on the Effective Date.

3. Rent and Charges: The Resident shall pay the Park Owner lot rent in the amount of $_____ per month, beginning on _____, 20____. Unless other arrangements have been made in advance in writing, lot rent is due and payable without notice on the first (1st) day of each month, and must be paid no later than the fifteenth (15th) day of each month to avoid a late charge. Payments of base rent and any other charges and fees due hereunder (including previously incurred late fees) that are not made within 15 days from the time payment is due may be assessed a 4% late payment penalty. In addition to the foregoing, a Resident will be charged a monetary fee of $50.00 as reimbursement of the expenses incurred by Park Owner for each check that is returned to Park Owner for lack of sufficient funds. In the event that three (3) returned of Resident's checks are returned to Park Owner for lack of sufficient funds in any twelve (12) month period, Park Owner may require the rent payment be in the form of a money order, cashier's check, or bank check.

4. All charges will be immediately due from Resident and failure to make immediate payment will constitute a default under the terms of this Agreement.

    a. Lot rent payments are to be made out to LGC BBE LLC at 2 Primrose Lane, Brunswick, Maine (either in person, by electronic payment, or by check mailed to: 2 Primrose Lane, Brunswick, Maine 04011, Attn: Office).

    b. Additional charges may be levied only as specified and provided for elsewhere in this Lease, or in the Park Rules and Regulations. Except for emergency situations, the Resident shall be given at least thirty (30) days' written notice of the Park Owner's intent to perform services for which an additional charge will be made. Additional charges are due in full no later than ninety (90) days from the Resident's receipt of a written invoice from the Park Owner. Failure to pay rent and any other charges is good cause grounds for termination of this lease.

c. Park Owner may increase rent from time to time in accordance with applicable law with at least ninety (90) days' prior written notice to Resident.

d. The Resident shall not sublet the Home and Lot without the written consent of the Park Owner. The Park Owner shall respond in writing within fifteen (15) days to a written request to sublet, which notice includes the prospective sublessee's name and current mailing address.

e. Resident shall be responsible for payment electricity and gas service directly with the provider of each utility. Resident shall establish an account with the provider of each of these utilities. In the event Resident fails to pay for any of the above-referenced utilities and Park Owner pays for them on Resident's behalf, the amount paid by Park Owner shall be chargeable to Resident.

f. Resident acknowledges that the Lot is served by municipal water supply provided by the Brunswick & Topsham Water District (the "District"). Resident will thereafter be billed quarterly by Park Owner for water consumption based on Resident's individual usage. The Lot's water usage will be monitored remotely by a water meter. Water usage for the Lot shall be calculated by taking the total water charges assessed to the Park by the District and dividing those charges by the Park's total water consumption to determine a rate per one hundred (100) cubic feet. Such rate shall then be applied to Resident's individual consumption as measured by the water meter. In addition to the Resident's share of water charges, Resident shall additionally pay to Park Owner a water administrative fee of $9 per month for the cost of maintaining and monitoring the water meter and administering the usage billing. Resident shall pay each water bill and water administration fee to Park Owner at the same time and in the same manner as monthly rent. Park Owner reserves the right to modify the billing process with respect to water and sewer set forth herein to correspond with how Park Owner is billed by the District from time to time.

g. Except as otherwise provided herein, Park Owner may, in accordance with applicable law increase fees contained in this Lease or institute new fees to be paid by Resident, including but not limited to fees related to Park real estate taxes, capital improvements to the Park, common area utilities and other maintenance costs for the Park, and Landlord's insurance in connection with the Park, including general liability and property insurance, upon at least ninety (90) days' prior written notice to Resident.

h. Resident shall pay to Park Owner such other fees as included on the Park Rate Sheet.

5. Use: The Home shall be primarily used for private residential purposes. However, the Resident may, with Park Owner's prior written consent, use a minor portion of the Home for an occupation which is customary in residential areas, which use is clearly secondary to the use of the Home for living purposes, and which does not change the character of the home or affect the operation of the park for health, safety or aesthetic reasons and provided that such occupational use shall be remote work only and Resident may not permit clients, customers, or others related to Resident's occupation to visit the Park or the Home. The use must be in compliance with law, including all appropriate ordinances, rules and regulations of any appropriate governmental authority.

6. Installation and Maintenance:

a. The Home must be skirted with a skirting material of vinyl, plywood, or of comparable quality and appearance. The skirting must be weather-tight and kept in good repair and painted as necessary.

b. The Resident shall keep the Lot and the Home neat, clean, in good repair, and use them in such a manner as not to be detrimental to any other resident or to the operation of the Park for health, safety or aesthetic reasons. The Resident must keep the Lot clean, lawns cut, and high grass trimmed around the home.

c. Plumbing must be kept in good repair and plumbing leaks must be repaired immediately. All exposed water lines must be properly insulated or have operative heat tapes to prevent freezing from ground exit forward. Running water shall not be used to prevent freezing.

d. With prior written approval of the Park Owner, awnings, screen rooms, added rooms, or sheds may be placed on the Resident's Lot. Any such improvement or additions must be in compliance with the local

zoning, building and related ordinances.

e. Except in connection with flower or vegetable gardens, the Resident shall not dig on the Lot without the prior written consent of the Park Owner or verification by authorities of the location of underground infrastructure systems (electrical, sewer, water, telephone and cable). Any damage done to an underground utility by the Resident shall be repaired at the Resident's expense.

f. The Resident is required to respect the privacy and lot lines of other residents' lots. The Resident and the Resident's household members and guests shall not conduct themselves in a way that unreasonably disturbs other residents, and shall refrain from illegal activities. The Resident shall be responsible for the activities and behavior of persons residing with the Resident and guests of the Resident.

7. Resident Responsibilities: The Resident shall not use or occupy the Resident's Home and Lot in such a way as to cause any lot to fail to comply with the terms of this Lease Agreement or Maine local laws and ordinances.

a. The Resident, members of the household, guests and invitees shall not deliberately or negligently destroy, deface, damage, alter or remove any fixture, mechanical or utility system, or furnishing.

b. Resident is responsible for the set-up and installation of the Home on the Lot per applicable laws and regulations.

c. The Resident shall be responsible for the expense of maintaining the plumbing, electrical, and other utility service within the Home, and from the point at which the service surfaces under the mobile home or connects to the mobile home from a service point. The Resident shall also be responsible for maintenance of the electric service "feeder line" from the service disconnect on the Lot outside the Home to the circuit breaker.

d. The Resident shall maintain the Resident's Home free from insects, bedbugs, vermin and other pests.

e. The Resident is responsible for the maintenance of the Lot, including but not limited to the maintenance of the lawn and driveway, including snow removal from ingress and egress from the Home, the Lot driveway and parking areas.

f. The Resident is responsible for any damage caused by failing to control water leaks within the Home or disposing of anything other than normal domestic water into the sewage system that may cause blockages, surfacing or backup.

g. Household waste that is placed outside the Home shall be stored in watertight, animal-proof, receptacles of metal or other durable materials with tight fitting covers. No household waste shall be stored or accumulated under or around the mobile home or in any structure. Resident shall be responsible for coordinating any bulk waste pickup directly with any service provider and payment of any associated cost.

h. Upon the termination of this Lease, the Resident will leave the Lot in as good a state of condition as they were at the beginning of the Lease, reasonable use and wear of the premises and damage by the elements excepted.

i. Resident agrees to comply and cause all guests to comply with the Park Owner's rules and regulations (the "Rules and Regulations") for the Park in effect from time to time. Resident acknowledges that Resident has received and reviewed copies of the current Rules and Regulations of the Park as well as Title 10, Chapter 953 of the Maine Revised Statutes: Regulation of Mobile Home Parks; Landlord and Tenant prior to entering into this Lease.

j. Resident shall be solely responsible for the payment of the real estate taxes assessed against the Home. Tenant shall pay all such taxes directly to the Town of Brunswick or other taxing authority as and when due.

k. Resident will carry general liability insurance naming the Park Owner as additional insured and will have Resident's insurance company issue a certificate of insurance to the Park Owner, annually, for its records. Resident also agrees that they will carry fire and extended coverage insurance on the Home and its personal property. The Resident hereby releases the Park Owner from any and all liability for any loss or damage to personal property of Resident caused by fire or any of the extended coverage casualties. All personal property of the Resident shall be kept and maintained at the sole risk of Resident. Park Owner shall not be liable for damages to or loss of any property of any kind which may be lost, stolen, damaged or destroyed by wind, fire, water, steam, defective refrigeration, or otherwise while on the leased premises, unless due to Park Owner or its agents. Park Owner shall not be responsible for any liability because of so-called "Acts of God." Resident agrees to defend (including payment of attorney's fees and court costs), indemnify, and hold Park Owner harmless from any loss, damage, claim, demand, suits, judgments or liabilities to which Park Owner may be put arising from any injury, or resulting from, the use of the Lot or Park by the Resident, his or her household members, guests or invitees, not occasioned by the negligence of Park Owner or its agents.

Park Owner Responsibilities:

l. The Park Owner will provide the Resident with adequate and safe electrical service. The Park Owner is responsible for maintenance of the electrical service from the service entrance of the Park to and including the service disconnect located on the Lot.

m. The Park Owner will provide the Resident with potable water at an adequate pressure to meet the Resident's standard everyday needs and to prevent a health hazard from back siphonage. The Park Owner is responsible for the maintenance of water lines to the point at which the lines surface from the ground under the mobile home.

n. The Park Owner shall provide adequate wastewater disposal that is properly connected to a public sewage system or properly operating subsurface disposal system. The Park Owner is responsible for ensuring that the sewage disposal system is serviced adequately to prevent surfacing or back-up. The Park Owner is responsible for maintaining the sewage disposal system to the point six inches (6") below where it surfaces from the ground to service the mobile home.

o. The Park Owner shall provide rubbish removal services of frequency and or capacity to keep collection areas free from insects, vermin, and other pests. The Park Owner shall not interfere with appropriate removal of rubbish by the Resident.

p. The Park Owner shall maintain the common area structures, and trash areas in the Park free from all insects, vermin and other pests; provided that Park Owner reserves the right to charge a fee for such service in the future pursuant to Section 4(h) above.

q. The Park Owner will ensure that the common areas and facilities in the Park are maintained in a manner which ensures that the Resident can use them for the intended purposes without adversely affecting the Resident's health or safety.

r. The Park Owner or its agent shall not discriminate against any Resident or prospective Resident on the basis of a person's race, sex, sexual orientation, age, marital status, religion, color, national origin, disability, or because a person intends to occupy with minor children, or is a recipient of public assistance.

8. Access:

a. The Park Owner may enter the mobile home Lot, between the hours of 8 a.m. to 5 p.m. on no less than 48-hour notice:

i. When necessary to inspect the Lot;

ii. To make necessary or agreed repairs, alterations or improvements;

iii. To supply agreed upon services; or

iv. To exhibit the Lot to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

b. The Park Owner may enter the rented Lot without notice or permission if, in the course of performing repairs, the Owner discovers that it is necessary to enter the Lot on an emergency basis to complete the repairs, provided that the Park Owner could not have reasonably foreseen the need to enter the Lot at the time the repairs began and to prevent required maintenance to the mobile home.

c. The Park Owner may enter the Lot and/or Home without notice to, or permission from, the Resident upon a reasonable belief that there is a likelihood of imminent injury to any person, damage to property or interruption of utility services.

9. Sale of mobile homes: Prior to selling a home in the park, the Resident shall comply with the terms of the Rules and Regulations with respect to such sale.

10. Changes to Rules and Regulations: A copy of any new or revised Rules and Regulations will be furnished to the Resident at least thirty (30) days prior to the effective date of any amendment, addition, or deletion of the existing Rules and Regulations.

11. Changes to Fees: Except as otherwise provided herein, Park Owner may, in accordance with applicable law increase fees contained in this Lease or institute new fees to be paid by Resident upon at least ninety (90) days' prior written notice to Resident.

12. Termination: The Park Owner or Resident may terminate this lease in accordance with this section.

a. Resident may terminate this Lease by giving the Park Owner at least forty-five (45) days' notice in writing stating the Resident's intention to terminate the Lease and vacate the Lot.

b. The occurrence of any one or more of the following events shall constitute an immediate default on the part of the Resident under this Lease:

i. the failure by Resident to make any payment of rent or any other payment to be made by Resident hereunder as and when same is due, and the failure to cure default within thirty (30) days after written notice from the Park Owner, provided that no such notice to Resident or opportunity to cure is required if there are more than three (3) separate violations of the foregoing within any 12-month period, even if such violations have been timely cured;

ii. the failure of Resident or Resident's cohabitees, guests or invitees to comply with any local, state, or federal law and failure to rectify such behavior within thirty (30) days after written notice from the Park Owner, provided that no such notice to Resident or opportunity to rectify behavior is required if there are more than three (3) separate violations of the foregoing within any 12-month period, even if such violations have been timely cured;

iii. failure by Resident to observe or perform any of the covenants, conditions or provisions of this Lease to be performed or observed by Resident or the violation of the Rules and Regulations, and the failure to cure such behavior within thirty (30) days after written notice from Park Owner, provided that no such notice to Resident or opportunity to rectify behavior is required if there are more than three (3) separate violations of the foregoing within any 12-month period, even if such violations have been timely cured;

iv. repeated conduct of the Resident or Resident's cohabitees, guests or invitees in the Park that disturbs the peace and quiet or safety of other Park residents.

c. In the event of such default and failure to cure by Resident, Park Owner may, subject to the requirements of applicable law, and without limiting Park Owner in the exercise of any right or remedy which Park Owner may have by reason of such default or breach, terminate Resident's right to possession of the Lot upon at least thirty (30) days' prior written notice to Resident for defaults pursuant to item (i) above and upon at least forty five (45) days' prior written notice to Resident for defaults pursuant to items (ii) through (iv) above. In the event this Lease is terminated due to a default by Resident, Park Owner shall be entitled to recover from Resident all damages incurred by Park Owner. In the event that Resident fails to surrender possession of the Lot prior to or upon the termination of this Lease, Park Owner may institute a forcible entry and detainer action pursuant to 10 M.R.S.A. Section 9097-B. If the Home is abandoned or unclaimed by Resident following Resident's eviction, Park Owner may dispose of the Home and any other property left by Resident on the site in accordance with applicable law, including 10 M.R.S.A. Section 9097(1-B).

d. The acceptance of rent hereunder by Park Owner shall not be a waiver of any preceding breach by Resident of any provision hereof other than the failure of Tenant to pay the particular rent so accepted, regardless of Resident's knowledge of such preceding breach at the time of acceptance of such rent. No remedy herein, or otherwise conferred upon or reserved to Park Owner, shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing in law or in equity or by statute. No delay or omission of Park Owner to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein.

e. Park Owner may also terminate this Lease in the event of a condemnation or change of use of the Park. Any termination by Park Owner in the event of a change of use of the Park shall be made upon at least one (1) year's prior written notice to Resident.

f. Park Owner may terminate this Lease, permanently or temporarily, in the event of the renovation or reconstruction of all or any portion of the Park pursuant to and as permitted by 10 M.R.S.A. Section 9097(G) or other similar statute in the event of a renovation or reconstruction of all or a portion of the Park.

13. Indemnity. Resident agrees to and shall indemnify and hold Park Owner harmless from and against any and all claims arising from Resident's use of the Lot and the Park or from any activities, work or things done, committed or suffered by Resident in or about the Lot and the Park and shall further indemnify and hold Park Owner harmless from and against any and all claims arising from any breach of default of the performance of any obligation on Resident's part to be performed under the terms of this Lease, or arising from any negligence of the Resident, or any of Resident's agents, representatives, contractors or visitors, and from and against all costs, attorneys fees, expenses and liabilities incurred by Park Owner in the defense of any such claim or any action or proceeding brought thereon.

14. Entire Agreement: This Lease contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Lease. This Lease cannot be changed or supplemented orally. If more than one person shall be or become a Resident under this Lease, then the obligations of the Resident under this Lease shall be deemed to be the joint and several obligations of each such person. This Lease shall be governed exclusively by the laws of the State of Maine.

15. Any notice required to be given to any party to this Lease shall be sufficient if delivered, or mailed and addressed as follows:

    Park Owner: LGC BBE LLC, 8800 E Raintree Dr, Suite 330, Scottsdale, AZ 85260

    If to Resident: _____

16. Equal Housing Opportunity: The Park is in compliance with the 1988 U.S. Fair Housing Amendments Act and the 1988 Maine Human Rights Act and their subsequent amendments. These pieces of legislation assist with determining that it is illegal to discriminate against any person or persons on the basis of race, color, sex, sexual orientation, physical or mental disability, religion, country of ancestral origin, familial status or the receipt of public

assistance payments in regard to the sale, rental, security, maintenance, and/or management practices of mobile home parks.

The parties have executed this Lease Agreement as of the Effective Date.

Park Owner: LGC BBE, LLC

_____

By:_____

Its: Authorized Agent

Resident(s)

_____

Name:_____

Mobile #:_____

Email:_____

_____

Name:_____

Mobile #:_____

Email:_____

MAINE TENANT COST DISCLOSURE FORM

Landlord's Name: LGC BBE LLC
Tenant's Name: _____
Address of Rental Unit: _____
Brunswick, ME 04011

Landlord of the rental unit described above does hereby disclose to the prospective Tenant all costs the Tenant will be responsible for paying pursuant to the lease of said unit, as required by 14 M.R.S.A. §6030-J. Unless otherwise noted, all costs listed below are monthly.

Total Cost of Base Rent:	$_____
Mandatory Recurring Fees:	
None	$0.00
Optional Recurring Fees:	
Storage Rental	$35.00

As required under 14 M.R.S.A. §6030-I(2), Tenant is given the option to opt-out of the above Optional Recurring Fees at any time without penalty. Landlord shall not deny or terminate a lease or tenancy because a tenant opt-out of or ceases to pay any of the above Optional Recurring Fees. Landlord shall receive the Tenant's consent in writing for any newly requested Optional Recurring Fees.

Utility Service Costs Managed by Landlord (Average):	
Water Administration Fee	$9.00
Monthly Water Use Fee	As calculated under Section 4(f) of lease
Other Tenant Costs:	
Cost of Background Check (one-time fee)	$40.00
Cost of Credit Check (one-time fee)	Included with Background Check Fee
Late Payment Penalty	4% interest on late payment amount
Returned Check Fee	$50.00 for each returned check

As required under 10 M.R.S.A. §9093-A(2) and 14 M.R.S.A. §6030-H(3), the Landlord will provide the prospective Tenant a complete copy of the information obtained pursuant to the background check, credit check or other screening process. Contact AmRent Consumer Assistance, 888-898-6196, PO Box 530091, Atlanta, GA 30353 for a complete copy.

(Signature Page Follows)

Park Owner: LGC BBE LLC

Date: _____ _____

By: _____

Its: Community Manager

Date: _____ _____

Tenant

Date: _____ _____

Tenant