



10/25/2018

 Permitting and Inspections Department
 Michael A. Russell, MS, Director

Commercial Interior Alteration Checklist

(Including change of use, tenant fit-up*, amendment and/or interior demolition)

All applications shall be submitted online via the Citizen Self Service portal. Refer to the attached documents for complete instructions. The following items shall be submitted (please check and submit all items):

- Commercial Interior Alterations Checklist (this form)
 - Plot plan/site plan showing lot lines, shape and location of all structures, off-street parking areas and noting any dedicated parking for the proposed business
 - Proof of Ownership or Tenancy (If tenant, provide lease or letter of permission from landlord. If owner, provide deed or purchase and sale agreement if the property was purchased within the last 6 months.)
 - Key plan showing the location of the area(s) of renovation within the total building footprint and adjacent tenant uses
 - Life Safety Plan drawn to scale, showing egress capacity, any egress windows, occupancy load, travel distances, common path distance, dead end corridor length, separation of exits, illumination and marking of exits, portables fire extinguishers, fire separations and any fire alarm or fire sprinklers systems
 - Existing floor plans/layouts drawn to scale, including area layout, removals, exits and stairs
 - Proposed floor plans/layouts drawn to scale, including dimensions, individual room uses and plumbing fixtures
- Please note: All plans shall be drawn to a measurable scale (e.g., 1/4 inch = 1 foot) and include dimensions. Construction documents prepared and stamped by a licensed architect or engineer shall be required for certain projects in accordance with the stated Policy on Requirements for Stamped or Sealed Drawings.*

Additional plans may also require the following (As each project has varying degrees of complexity and scope of work for repairs, alterations and renovations, some information may not be applicable. Please check and submit only those items that are applicable to the proposed project.):

- Code information including use classifications, occupant loads, construction type, existing/proposed fire alarm, smoke and sprinkler protection systems, egress (exits and windows), fire separation areas and fire stopping
- Demolition plans and details for each story including removal of walls and materials
- Construction and framing details including structural load design criteria and/or non-structural details
- New stairs showing the direction of travel, tread and rise dimensions, handrails and guardrails
- Wall and floor/ceiling partition types including listed fire rated assemblies
- Sections and details showing all construction materials, floor to ceiling heights, and stair headroom
- New door and window schedules (include window U-factors)
- Accessibility features and design details including the Certificate of Accessible Building Compliance
- Project specifications manual
- A copy of the State Fire Marshal construction and barrier free permits. For these requirements visit:
http://www.maine.gov/dps/fmo/plans/about_permits.html

Food service occupancies require additional plans and details for review, such as occupant load per square foot area for tables and chairs, number of fixed bar, banquet and booth seating, equipment and plumbing fixture plans with schedule, hood location and interior finish materials. Accessible seating and counter details shall be included, please refer to this site: http://www.alphaonenow.org/userfiles/resto_access_sheet.pdf

Separate permits are required for internal and external plumbing, electrical installations, heating, ventilating and air conditioning (HVAC) systems, appliances and commercial kitchen hoods.

*Tenant fit-up: construction necessary within the demising walls of a leased space, including partitions, finishes, fixtures, lighting, power, equipment, etc. making the interior space suitable for the intended occupation.



10/25/2018

EDWARD D. JONES & CO., L.P.
d/b/a EDWARD JONES
TERM LEASE AGREEMENT

THIS AGREEMENT (herein referred to as the "Lease") made and entered into this the 30th day of March, 2018, by and between **Storrey Industries, LLC**, having principal offices at 145-151 Newbury Street, Portland, ME, 04101, hereinafter referred to as the Lessor,

and

EDWARD D. JONES & CO., L.P. d/b/a EDWARD JONES, having principal offices at 12555 Manchester Road, in St. Louis, Missouri 63131, hereinafter referred to as Lessee,

WITNESSETH, that said Lessor does by these presents lease and demise unto the said Lessee the following described property hereinafter known as:

"Premises": 145 NEWBURY ST, PORTLAND, ME 04101-4261 Square Feet: 1100

With appurtenances for the term of Five (5) years beginning the first day of September 2018, and ending the last day of August 2023, at the monthly schedule of:

09/01/2018 –08/31/2019	One Thousand eight hundred and no/100 dollars (\$1,800.00)
09/01/2019 –08/31/2020	One Thousand eight hundred thirty-two and no/100 dollars (\$1,832.00)
09/01/2020 –08/31/2021	One Thousand eight hundred seventy-three and no/100 dollars (\$1,873.00)
09/01/2021 –08/31/2022	One Thousand nine hundred ten and no/100 dollars (\$1,910.00)
09/01/2022 –08/31/2023	One Thousand nine hundred forty-eight and no/100 dollars (\$1,948.00)

All rent (including operating expenses if applicable) from the period of September 1, 2018 to September 30, 2018 will be abated as a free rent period for Lessee.

Lessor agrees to accept payment of the Monthly Rent via electronic funds transfer (EFT). Upon execution of this Lease by both parties, enrollment details will be sent to Lessor. In order to implement payment via EFT, Lessor agrees to enroll in the EFT program within 30 days of execution of this Lease. If Lessee changes to another vendor for its electronic funds transfer processing, Lessor will upon Lessee's request, complete and return another EFT Form to Lessee within at least (30) calendar days before the next scheduled Monthly Rent payment. Lessor must notify Lessee in writing of any changes to its banking account to which the Monthly Rent payment is sent that would affect transmission of an electronic funds transfer at least (30) calendar days prior to the next scheduled Monthly Rent payment. Lessee shall not be deemed to be in breach of the Term Lease Agreement if payment to Lessor is late or never received by Lessor due to any of the following reasons: (i) Lessor fails to submit an EFT Form; (ii) Lessor fails to submit an EFT Form within the requisite time period set forth herein, or (iii) the EFT Form submitted by Lessor is incomplete and/or contains inaccurate information.

Should the rent commence on a day other than the first day of a calendar month, Lessee's rent for that fractional month shall be calculated on a per diem basis using a thirty-day month.

1. Form W-9

Under Section 6109 of the Internal Revenue Code, Lessor is required to provide Lessee with the correct Taxpayer Identification Number (TIN) in order for Lessee to file information returns to the IRS to report income paid to Lessor. Lessor shall complete all IRS required forms and return to Lessee as requested. Notwithstanding anything to the contrary herein, if Lessor fails to submit a properly completed Form W-9 as requested by Lessee, Lessor agrees that Lessee has the right (but not the obligation), pursuant to Section 3406 of the Internal Revenue Code, to withhold and pay to the IRS a percentage of the total monthly rent payment.



10/25/2018

In the event that Lessor shall have a change in its business or legal name, Lessor agrees to notify Lessee in writing, within 30 days of any such change, and submit a new Form W-9 reflecting such change(s).

2. **Notice to Lessee**

a) It is expressly understood between the parties hereto that Lessee's employees stationed at the Premises are not empowered to give instruction regarding the leasehold and furthermore that all notices to be served by the Lessor upon the Lessee shall be in writing addressed to:

Edward D. Jones (Headquarters)
12555 Manchester Road
St. Louis, MO 63131
Attention: Branch Leasing; BR# 45699

Notices to either party shall be considered served when deposited with the United States Postal Service via Certified Mail, return receipt requested, or other nationally recognized courier. The refusal of a party to accept a notice shall not affect the giving of notice.

b) Only Principals or Authorized Officers/Agents of Lessee employed at its Headquarters are empowered to give any instruction or notice regarding the Lease and any notice or instruction issued by any other party is null and void.

c) Due to the nature of Lessee's business, any access to or entrance into the Premises by the Lessor or its employees, agents or contractors shall require 24 hours prior notice to Lessee, except in cases of an emergency.

3. **Notice to Lessor**

Notwithstanding anything contained to the contrary in the Lease, all notices, demands, requests or other writings that are required or permitted to be given, made or sent under this Lease or by law must be given by U.S. certified mail, return receipt requested, postage prepaid or via nationally recognized overnight carrier, addressed in the case of the Lessor as follows:

Storrey Industries LLC
145-151 Newbury Street
Portland, ME 04101

Email: bstauffer@eco-story.com
Phone: 207-699-5727 x 11
Fax: 207-699-2321

4. **Voice & Data Communications**

Lessor shall grant Lessee access to any part of the Building, including common areas, hallways, and telephone/equipment rooms, needed to install phone line, cable, or fiber circuits for voice and data communication. Lessee requires either ADSL or cable communication lines to operate its business

5. **Occupancy and Commencement of Term**

In the event the Premises are ready for occupancy prior to September 1, 2018, ("Commencement Date") Lessor will allow Lessee to take early occupancy. All terms and conditions of this Lease shall be in effect during any said early occupancy period. Base rent and other charges for any early occupancy period shall be waived. Additionally, if Lessee shall occupy the Premises prior to the Commencement Date of this Lease, with Lessor's consent, all other provisions of this Lease shall be in full force and effect as soon as Lessee occupies the Premises and the Lease expiration date shall not change.



10/25/2018

If the Lessor shall be unable to give possession of the Premises on the Commencement Date for any reason except that caused solely by Lessee, then the rent shall not commence until possession of the Premises is given and all improvements to be made by Lessor are substantially complete, and reasonably acceptable to Lessee. In the event Lessor is unable to give possession on the Commencement Date, and Lessee does not elect to cancel this Lease, the expiration date shall be extended from the actual date of occupancy in accordance with the total lease term specified in the Lease.

6. **Early Termination**

Notwithstanding anything to the contrary contained elsewhere in this Lease it is expressly understood and agreed between the parties hereto that Lessee is granted an option to cancel this Lease and any renewals or extensions thereof at any time after the 30th month of the initial lease terms upon One Hundred Twenty (120) days prior written notice to Lessor. Lessee shall pay to Lessor as liquidated damages, a sum equivalent to Six (6) months base rent. Upon payment of aforesaid sum, Lessor shall hold harmless and relieve Lessee from any further liability or obligation under this Lease.

7. **Option to Renew**

Provided Lessee is not in default of the Lease, Lessor will grant Lessee an option to renew this Lease for One (1) additional period of Five (5) years with nine (9) months' notice at a mutually agreeable Fair Market Rental at the time of renewal but in no event less than the previous year's rent. Lessor shall provide written notice of the then Fair Market Rental within ten (10) days of receipt of Lessee's notice to renew. Lessor and Lessee shall reach agreement on the renewal rate within an additional twenty (20) days or the renewal shall become void.

8. **Delivery Upon Termination**

Upon expiration of the Lease term, or any subsequent renewal term, or other sooner termination of this Lease, Lessee shall deliver to Lessor possession of the Premises, together with all improvements or additions in or to the Premises, in the same condition as received, ordinary wear and tear excepted.

Lessee shall not be required to remove any of said improvements or return the Premises to its original condition upon any termination of this Lease. All said improvements shall remain in place as the Property of the Lessor. Lessee shall remove its furniture, fixtures and equipment and make any repairs occasioned by said removal upon any termination of this Lease.

9. **Use**

Lessee shall use said Premises for general office space in connection with investment brokerage, insurance sales and related financial.

Lessee, its employees, customers, invitees, contractors, and agents shall have access and the right to use the Common Areas, if any, including but not limited to: corridors, sidewalks, restrooms, parking lots, entryways, lobbies and elevators, subject to Lessor's reasonable written rules and regulations which shall not adversely affect Lessee's right to use the Premises.

10. **Restricted Use**

A. The Lessor shall not lease or sell any units within the Building, Shopping Center or Property to the following user(s):

- a) Adult video/Adult entertainment stores;
- b) Abortion offices/facilities;
- c) Alcohol/Drug rehabilitation offices/facilities;
- d) Off-track betting establishments;
- e) Offices or entities that sell, barter, trade, buy, or dispenses marijuana, for medical use or otherwise; or



10/25/2018

f) Probation/parole offices.

B. The Lessor shall not lease or sell the units adjacent to Lessee's demising wall to the following users(s).

- a) Bars, taverns, billiard halls;
- b) Pawn shops;
- c) Dance studios or Karate studios;
- d) Beer or wine-making stores;
- f) Unemployment or Social Security offices;
- g) Liquor stores;
- h) Tattoo shops/body art/piercing tenants;
- i) Nail Salons;
- j) Gun and Weapon shops;
- k) Smoke/Tobacco or Vapor/E-Cigarette shops;
- l) Child Care/Children's gymnasium;
- m) Dry Cleaning Plant facility;
- n) Veterinarian/Dog Grooming/Animal Boarding;
- p) Same day cash/loan shops;
- r) Police substations;
- s) Military recruiting offices; or

C. Each party acknowledges that Lessee may suffer irreparable damage in the event of a breach or threatened breach of any paragraph of this Article. Accordingly, in such event, Lessee shall be entitled to seek preliminary and final injunctive relief, as well as any and all other applicable remedies at law or equity, including the recovery of damages for a breach of the paragraphs of this Article. Additionally, Lessee shall have the right, but not the obligation, to cancel/terminate the Lease, without further liability to Lessor, if Lessor breaches the paragraphs of this Article, and further Lessee shall be entitled to damages from Lessor, including but not limited to the cost of relocating, real estate commissions, tenant improvement reimbursement at the current Premises, tenant improvement at the new premises, loss of business, etc.

11. Utilities

Commencing on the Commencement Date, the following utility costs for the Premises shall be paid as follows: Lessee will fully pay none. Lessor will fully pay without any reimbursement by Lessee gas, water, sewer, electricity. Lessor will fully pay janitorial and trash removal for common areas only. Lessor will provide trash receptacle (currently a small dumpster located in north parking lot) for disposal of office trash (no large wood, metal, or hazardous materials). Lessor will stock bathrooms with toilet paper, paper towels, and soap.

Lessor shall provide any necessary metering devices, any utility tap fees, and any impact fees. at Lessor's sole expense, without reimbursement from Lessee.

Lessee shall have the right to choose its phone/data service provider.

If permitted by law, Lessee, with Lessor's consent, shall have the right at any time and from time to time during the Lease Term, to contract for service from a different company or companies providing utility service (including but not limited to, electric, water, sewer, heat (natural gas; oil; steam or electric) and waste or trash removal, etc.) for said Premises.

12. Real Estate Taxes, Common Area Maintenance, and Insurance

Lessor shall provide, at its sole cost and expense, all reasonable Common Area Maintenance, property insurance and real estate taxes.



10/25/2018

13. **Hours of Operation**

Lessee's standard hours of operation shall be 8:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Business Hours"), provided that, Lessee may operate evenings and weekends. Lessee and its employees shall have 24-hour access to the Premises and the Common Areas. Lessee and its employees may give its prospects, clients, agents and contractors temporary access to the Premises and the Common Areas. Lessee and its employees may conduct business on the premises during days and times outside of the Standard Business Hours. Lessee's employees are not required by this Lease to continuously occupy the Premises during Standard Business Hours due to the nature of Lessee's business operation. Lessee shall not be obligated to light the Premises or its signage beyond the Standard Business Hours. The Lessor is responsible to light and maintain the Common Areas, including the sidewalks and parking area, if applicable, at all times in a safe and secure manner.

14. **Parking**

Lessor will provide Lessee with Two (2) reserved parking spaces.

15. **Signage**

Lessee shall have the exclusive right to erect and maintain in, or about the exterior and interior of the Premises, at its own expense, all signs (electrical or otherwise) necessary or appropriate to the conduct of the business of Lessee. Lessor hereby approves of Lessee installing its standard signage as per proposal to be sent under separate cover. Upon full execution of this Lease, Lessee shall be allowed to install a temporary banner at Premises until such time that Lessee's permanent sign is installed. Lessee's signage shall conform to all applicable local, city and county requirements.

Notwithstanding anything contained to the contrary herein, Lessor shall, at its sole cost and expense, remove any and all existing previous Lessee signage. Lessor shall make any and all necessary repairs caused by said sign removal. This includes, but is not limited to any patch, repair, and paint to the Building, Fascia, or Multi-Tenant Signage.

Any signs erected or placed in or on the Premises by Lessee may be removed by Lessee at any time during the term or on the expiration or sooner termination of this Lease. Any damage caused by the erection, maintenance or removal of any and all such signs shall be fully repaired at the expense of the Lessee.

Lessor shall also allow Lessee to place regulatory agency mandated signage (stickers) on or near the front entrance of the Premises. Further, if applicable, Lessor transfers to Lessee, Lessor's statutory authority as the owner of the Premises to post signage, (stickers) on or near the front entrance of the Premises prohibiting concealed firearms. At any time during the term of this Lease, or any extension hereof, Lessee reserves the right to change its name. In the event Lessee does change its name, Lessee may, at its expense, change its signage to reflect the new name.

Lessor shall not place a "For Rent", "For Lease" or similar signage on the Premises prior to fifteen (15) days before the expiration of this Lease.

Signage Must meet historic codes.

16. **Zoning**

Lessor hereby warrants that the Property/land/Premises are zoned for the use intended in this Lease.

17. **Peaceable and Private Enjoyment**

Lessor agrees to permit the Lessee to peaceably and quietly have and enjoy the use of the Premises and Common Areas for the purpose and for the term aforesaid. In addition, Lessor agrees to provide Lessee with



10/25/2018

access and ability to conduct business during normal business hours with the same peaceable and private enjoyment during any repairs, maintenance, and improvements.

18. Estoppels: Subordination and Attornment

Lessor agrees to use Lessee's standard Estoppel Certificate attached hereto as Exhibit B.

This Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation of security now or hereafter placed upon the Premises or Project and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Lessee's right to quiet possession of the Premises shall not be disturbed if Lessee is not in default beyond any applicable cure period and so long as Lessee shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground Lessor shall elect to have this Lease prior to the Lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Lessee, this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease is dated prior to or subsequent to the date of said mortgage, deed of trust or ground lease or the date of the recording thereof.

Lessee agrees to execute any reasonable documents, within ten (10) days of written receipt of said request, required to effectuate an attornment, a subordination, or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. In the event of any foreclosure, sale, or transfer in lieu of foreclosure, Lessee shall attorn to the purchaser, transferee or Lessor as the case may be, and recognize that party as Lessor under this Lease, provided such party acquires and accepts the Premises subject to this Lease.

19. Lease Modification and Assignment

This Lease may be modified only upon the written and signed Agreement of Lessor and Lessee. Lessee expressly covenants that it shall not assign or sublet the Premises, except to affiliates or parent companies, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed.

20. Tenant Improvements

Lessor hereby approves of Lessee making the modifications and additions to the Premises as per the attached Exhibit A. Lessor will furnish Lessee with heating, ventilating, and air conditioning equipment which will create a comfortable working environment for Lessee.

21. Repair and Maintenance

a) Lessor shall be responsible, at its expense, for all repair, maintenance or replacement of the following Building, Common Area and Premise elements: roof, foundation, outside walls, sidewalks, parking lot, common corridors and restrooms, windows, drainage system, heating and air conditioning (unless caused by Tenant's misuse), plumbing, electrical wiring, snow/ice removal, landscaping, pest including termite control.

b) Notwithstanding anything to the contrary herein, Lessee shall only be responsible, at its expense, for all repair and maintenance of the following: lighting, interior walls and construction. Additionally, Lessor shall assign to Lessee or allow and participate with Lessee with regard to any warranty applicable to such items in the Building.

c) In the event Lessor should fail to address the repairs and maintenance issues as required, Lessee shall have the right to terminate this Lease upon thirty (30) days written notice with no further liability to Lessee.

d) Lessor warrants that all fixtures and equipment are in good working order at the commencement of this Lease and Lessor warrants that all fixtures and equipment shall be under warranty for one hundred eighty (180) days after commencement of this Lease. Additionally, Lessor shall assign to Lessee or allow and participate with Lessee regarding any warranty applicable to such fixtures or equipment in the building.



10/25/2018

22. **Contractor Lien**

In the event a lien is filed on the Premises by a contractor under the control of the Lessee, Lessee shall have the option to satisfy the lien.

23. **Condemnation**

In the event of the condemnation or purchase in lieu of all or any substantial part of the Premises by any public or private corporation with the power of condemnation, Lessee reserves the right to seek a separate award due to such condemnation. Additionally, Lessee shall have the right to cancel the Lease, with no further liability to Lessor if said condemnation affects Lessee in any manner.

24. **Damage or Destruction to the Premises**

In the event of damage or destruction to the Premises, the Lessor or the Lessee shall be allowed to cancel the Lease if the Lessor cannot restore the Premises within 180 days. If the Lessor can restore the Premises within said 180 days, the Lessor shall commence to do so diligently. Lessor shall notify Lessee in writing within 15 days of said damage or destruction of its ability to restore the Premises within 180 days or not. If restoration is not completely restored within 180 days, or cannot be restored within 180 days, Lessee shall have the immediate right to cancel the Lease effective from the date of occurrence of said damage or destruction, and Lessee shall have no further liability to Lessor. Rent payable hereunder for the period during which such damage, repairs or restoration continues shall be abated.

25. **Compliance with Laws and Ordinances**

Lessor shall be responsible for making the Premises, Building and its Common Areas comply with all laws, ordinances or regulations. Lessee shall be responsible for making the Premises comply with any laws, ordinances, or regulations when same becomes necessary due to Lessee's specific and unique use or operations.

26. **Hazardous Materials**

To the best of Lessor's knowledge, the Building, its Common Areas, and Premises contain no Hazardous Materials (as defined by the US Environmental Protection Agency), and/or harmful mold, and/or harmful contaminants, and is in compliance with all applicable local, state and federal material rules, regulations, laws and ordinances. In the event that Hazardous Materials, and/or harmful mold, and/or harmful contaminants are identified as present in the Premises, Building, its Common Areas, and/or Property during the term of this Lease, Lessor shall be responsible for the removal of said Hazardous Materials, and/or harmful mold, and/or harmful contaminants by a licensed professional. Lessor shall hold harmless and indemnify Lessee for any hazardous waste, mold, and/or contaminant costs, clean-up, fine, damage, or judgment caused by Lessor or its agents. Lessee shall be responsible for removal of any Hazardous Materials, and/or harmful mold, and/or harmful contaminants Lessee introduces into the Premises. Lessor shall be responsible for the removal of any Hazardous Materials, and/or harmful mold, and/or harmful contaminants introduced to the Building, its Common Areas, or Premises by third parties not controlled by Lessee. Additionally, Lessor shall continue to comply with all applicable local, state and federal material rules, regulations, laws, and ordinances.

27. **Insurance**

Lessee shall carry and maintain, during the entire term hereof, at Lessee's sole cost and expense, a broad form of comprehensive commercial general liability insurance with limits of not less than \$1,000,000.00 per occurrence, insuring against any and all liability of Lessee with respect to the demised Premises or arising out of the use or occupancy thereof. Lessee shall furnish Lessor, if requested, evidence that the insurance is in full force and effect from the Company issuing such insurance. Notwithstanding anything to the contrary herein, Lessee's maximum liability to Lessor shall not exceed the total amount of rent due for the entire Lease, except when insurance is available to cover a claim by Lessor.



10/25/2018

Lessor shall insure the Building and its Common Areas under a fire and extended coverage policy with limits of not less than \$1,000,000.00 or to 100% of the replacement costs.

28. Indemnification

Lessee agrees to indemnify and hold harmless Lessor for any risk of loss, injury or damage of any kind or nature to the Property, Building, or its Common Areas, or persons at the Property, Building, its Common Areas, or Premises that results from the negligence of Lessee except when such injury or damage is a result of a malfunction of or damage to items to be maintained, repaired or provided by Lessor, or when such injury or damage is the result of Lessor's negligent act and/or willful misconduct.

Lessor agrees to indemnify and hold harmless Lessee for any risk of loss, injury or damage of any kind or nature to the Property, Building, or its Common Areas, or persons at the Property, Building, its Common Areas, or Premises that results from the negligence of Lessor except when such injury or damage is a result of a malfunction of or damage to items to be maintained, repaired, or provided by Lessee, or when such injury or damage is a result of Lessee's negligent act and/or willful misconduct.

29. Default

a) In the event of any non-monetary default by either party, the defaulting party shall cure or commence to cure and diligently conclude said cure, within thirty (30) days of non-defaulting party's written notice of said default. In the event that the default cannot reasonably be cured within said thirty (30) day timeframe, as long as the defaulting party has diligently commenced to cure said default within thirty (30) days from receipt of notice of default from the other party, then in such case, the defaulting party shall not be considered in default by reason of non-compliance of the thirty (30) day timeframe requirement.

b) In the event of a monetary default, Lessee shall cure said default within ten (10) days of receipt of written notice from Lessor.

30. Late Fees

Lessee will pay said rents in a manner and form herein before specified. Lessee shall pay to Lessor the sum of \$10.00 as late fees for any rental payment unpaid to Lessor by the tenth (10th) day of the month.

31. Holdover

Provided Lessee has not vacated the Premises, and provided Lessee has not exercised any option to renew, or has not entered into a new Lease regarding the Premises, then if Lessee holds over after the Lease term, this Lease shall revert to a month-to-month agreement upon expiration of the lease term at 150% of then current rent and a thirty (30) day notice by either party shall be required to terminate this said month-to-month tenancy. All other terms and conditions of the original Lease would remain in effect during this month-to-month tenancy.

32. Lessor's Default

In the event Lessor breaks a clause in this Lease, omits to undertake what is stated it will undertake, or acts in a manner in which the Lease states it shall not act, Lessee has the right of setoff in a subsequent month's rent for the fair value of said act, omission, repair or maintenance that hinders Lessee's leasehold interests. In addition, Lessee shall have the option to cure a default/breach of Lease by Lessor, if (a) Lessee has sent written notice to Lessor of Lessee's intent to cure, and (b) Lessor fails to cure said default/breach within thirty (30) days or immediately commence to cure and diligently conclude said cure following Lessor's receipt of such notice from Lessee.



10/25/2018

33. **Interruption of Lease**

If any required service to be provided by Lessor is interrupted or otherwise ceases to be provided, and a substantial part of the Premises are deemed unfit for Lessee's normal use for more than ten (10) days, all rent payable by Lessee shall abate until such interruption ceases. Said ten (10) day period shall not begin until Lessor receives written notice from Lessee of said interruption. In the event said interruption continues for more than 15 days, Lessee shall have the option to terminate this Lease without further liability to Lessor.

34. **Remedies**

Lessor and Lessee shall have all remedies available at law or equity to enforce this Lease, and to proceed against the other party for any default of this Lease.

35. **Attorney's Fees**

If either party becomes a party to any litigation concerning this Lease, the Premises, or the Building or other improvements in which the Premises are located, by reason of any act or omission of the other party or its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for the reasonable attorneys' fees and court costs incurred by it in the litigation.

If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

36. **Agency Disclosure**

Lessee represents and warrants that it has not consulted or negotiated with any broker, finder or agent with regard to this Lease except Porta Company, who shall be paid a commission by the Lessor pursuant to a separate agreement between Lessor and Porta Company.

37. **Force Majeure**

In the event that either party shall be delayed or hindered in or prevented from doing or performing any act required in this Lease by reason of strikes, lock-outs, casualties, Acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war or other causes beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

38. **Consent or Approval**

In each and every instance where the consent or approval of either party is required by the other party, said consent or approval shall be given in a prompt manner, and shall not be unreasonably withheld, conditioned or delayed.

39. **Heirs and Assigns**

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns.

40. **Entire Agreement**

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Premises and there are no covenants, promises, agreements, conditions or understandings either oral or written, between them other than as are herein set forth.



10/25/2018

41. Continuous Occupancy

Notwithstanding anything to the contrary in the Lease, if during the term of this Lease and any extensions hereof, so long as Lessee shall continue to pay rent as outlined herein, Lessee shall not be considered in default of this Lease by reason of abandonment or non-use in the event the Lessee's employee(s) vacates or fails to initially occupy the Premises. Lessee will use its best efforts to locate other employees to occupy the Premises. Lessee shall maintain the interior appearance of the Premises in a clean and orderly fashion at all times.

This Lease is not in effect until duly signed by Lessor and Lessee.

Lessor:
Storrey Industries, LLC

Lessee:
EDWARD D. JONES & CO., L.P.
d/b/a EDWARD JONES

By: Storrey Industries, LLC
William L. Stauffer
(Authorized Signature)

By: Cushman & Wakefield U.S., Inc.
d/b/a Cushman & Wakefield, Agent

Printed Name: William L Stauffer

By: [Signature]
(Authorized Signature)

Its: Principal

Printed Name: Stefanie Slavens

Date: 7-25-18

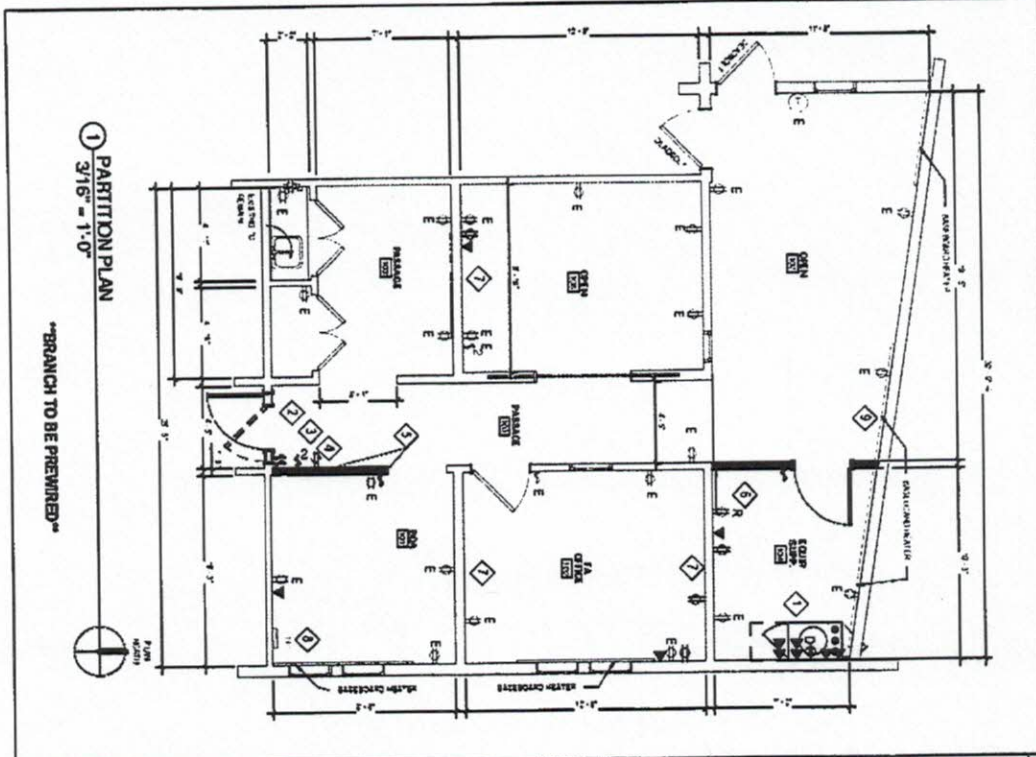
Its: Manager

Federal ID #: 13 4263238

Date: 7/13/2018



10/25/2018



- KEY NOTES**
- PHONE COMPANY SERVICE TO BE INSTALLED AT LOCATION PER DETAIL ON SHEET 5 OF 6 AND PER SPECIFICATIONS ON 1ST DAY OF CONSTRUCTION EQUAL PHOTO TO LEASING COORDINATOR TO CONFIRM WORK ASP.
 - INSTALL DOOR CHAIR AT ENTRY DOOR CHAIR TO BE LOCKED IN 101. PARTITION BY WIRELESS DOOR ALERT KIT (KIT WHITE COVER & HORIZONTAL LINES - HOME DEPOT MODEL NO. 918) ON COMPARTMENT ALTERNATE.
 - F. LOCAL CODE WILL NOT ALLOW FOR THUMB-TURN LOCKSET AT ENTRY DOOR. NOTIFY DESIGNER IMMEDIATELY WITH ALTERNATIVE OPTIONS FOR LOCKSETS WITH INTERIOR LOCKING MECHANISMS.
 - REMOVE EXISTING ENTRY DOOR AND REFRAME FOR NEW ENTRY TO MEET ADA CLEARANCES.
 - REMOVE EXISTING WINDOW DOOR IN 101 & INSTALL NEW PARTIAL HEIGHT WALL AT EXISTING WINDOW SILL 1'-5" AFF. CAP WITH WOOD TRIM PAINT WHITE.
 - INSTALL ELECTRICAL SERIES AT BOX CENTERLINE 2' FROM CORNER. STARTING WITH RECESSED OUTLET. AS INDICATED BY ARROW ON FLOOR PLAN TO ALLOW FOR PROPER EQUIPMENT INSTALLATION.
 - COVER EXISTING PARTITIONS INSULATED. INSTALL BLOW-IN INSULATION AS REQUIRED.
 - PAINT EP TO MATCH PARTITION.
 - RELOCATE BASEBOARD HEATER AS REQUIRED FOR ADDITION OF EQUIP. 104.
- CONTRACTOR (SITE SPECIFIC) NOTES:**
- LANDING TO DELIVER SPICE IN 101'S CONDITION.
 - ALL ITEMS TO BE COMPLETE PER EDWARD JONES SPECIFICATIONS. SEE PAGES 4 & 4 UNLESS OTHERWISE NOTED.
 - CONTRACTOR TO VERIFY ALL DIMENSIONS & WINDOW SIZES PRIOR TO CONSTRUCTION. IF YOU ARE UNABLE TO VERIFY DIMENSIONS OR A DISCREPANCY EXISTS, NOTIFY DESIGNER IMMEDIATELY.
 - DO NOT ALLOW VOLUNTARY REWORK. LOCAL CODES DO NOT ALLOW REWORK. PREPARE TO BE COMPLIANT BY NIC. DO NOT ALLOW ANYTHING TO BE SET OFF-SHEET OR IN CONDUIT PROVIDED BY GC FROM BUILDING SOURCE TO ROOM.
 - INSTALL NEW ELECTRICAL PER PLAN SPECIFICATIONS WITHIN 2' OF EXISTING RECEP. E. VERIFY EXISTING ELECTRICAL PANEL. VERIFY ECU SPECIFICATIONS. VERIFY OVERHEAD SUPPLIES AS REQUIRED. BE SLOTTED IN A COMMON AREA. INSTALL BREAKER LOCKS AS REQUIRED.
 - RELOCATE EXISTING SUPPLY VENTILATION GRILLES INCLUDING DUCTWORK. AS REQUIRED FOR COMPLETE & BALANCED WORKING SYSTEM AND TO ACHIEVE ONE SUPPLY & ONE RETURN AIR MAINLINE IN EACH ROOM. CLEAN & CHECK HVAC UNIT. EXISTING DUCTAL PROGRAMMABLE. E. THERMOSTAT AS SPECIFIED IN PLAN. OPEN 107. RELOCATE AND ADD EXISTING BASEBOARD HEATERS AS NEEDED PER NEW PARTITIONS AND TO ENSURE BALANCED ENVIRONMENT.
 - EXISTING CHANGING TO REMAIN THROUGHOUT. INSTALL TRULIAMS AND B. ELECTRONIC BALLASTS IN ALL EXISTING FIXTURES IF NOT RECESSED SPOTLIGHT TO ILLUMINATE INTERIOR LAMP IN LIGHTS ACCORDING TO NEW PARTITIONS. INSTALL COMMERCIAL 5" APOURAGE ALL STAINED/DAMAGED CEILING TILES. INSTALL INSULATION ABOVE CEILING AT ROOM 102.
 - VERIFY LOCATION OF ALL EXISTING DEMISING PARTITIONS. VERIFY THAT THEY EXTEND TO THE DECK & ARE INSULATED. EXTENDS ADDITIONAL INSULATION AS REQUIRED.
 - EXISTING FLOORING TO REMAIN THROUGHOUT. REMOVE EXISTING BASE THROUGHOUT & INSTALL NEW PER BU SPECIFICATIONS ON SHEET 3.
 - REMOVE ALL ABANDONED PIPING & WOODEN A WORKING.
 - EXISTING INTERIOR DOORS TO REMAIN THROUGHOUT. INSTALL NEW 1 3/8" 6 PANEL SOLID CORE WOOD DOOR TO MATCH EXISTING IN 104. REMOVE & INSTALL STONE ROOM LOCKSET & DOOR CLOSER AT 104.
 - REMOVE EXISTING SMOKE ALARMS. DETECTORS AS REQUIRED BY LOCAL CODES.
 - EXISTING BLINDS TO REMAIN PROTECTED DURING CONSTRUCTION.
- REMARKS:** EXTENSION WORK REFERRED TO ON SHEET 3 TO BE COMPLETED BY THE FIRST DAY OF CONSTRUCTION. EQUAL PHOTO TO LEASING COORDINATOR TO CONFIRM WORK ASP. EQUAL PHOTO TO LEASING COORDINATOR TO CONFIRM WORK ASP. EQUAL PHOTO TO LEASING COORDINATOR TO CONFIRM WORK ASP.

<p>Edward Jones</p> <p>BRANCH</p> <p>BRANCH OFFICE 45699</p> <p>DATE JUNE 1, 2018</p>	<p>145 NEWBURY ST PORTLAND ME 04101-4261</p>	<p>"DO NOT SCALE DRAWINGS"</p> <p>"CONTRACTOR MUST HAVE (6) PAGES FOR THIS SET OF DRAWINGS. IF YOU ARE MISSING ANY PAGES, PLEASE CONTACT DESIGNER: GRACE VINYARD AT: 314.615.6579"</p>
	<p>SQUARE FOOTAGE 1100 SF</p>	<p>SHEET 2 OF 8</p> <p>EXHIBIT A</p>



10/25/2018

Exhibit B ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE (hereinafter referred to as "Certificate") is made this ___ day of ___, 20___, by and between Edward D. Jones & Co., LP d/b/a Edward Jones ("Tenant") to ___ (Potential Lender) and ___ ("Landlord") in connection with ___, (the "Premises").

To the best of the Tenant's knowledge, as of the above referenced date, the Tenant hereby acknowledges the following:

1. Tenant is the current tenant per, the Lease dated ____, which has been amended by ____ (Said Lease and the referenced amendment (s) thereto are collectively referred to herein as the "Lease")
2. The original term of the Lease commenced on ____.
3. The Lease is due to expire on ____.
4. The square footage of the Premises is ____.
5. Tenant has accepted and is now in possession of the Premises as outlined in the Lease.
6. The amount of the current monthly base rent is \$____. Additional rent as outlined per the Lease is paid monthly as follows: _____. All amounts have been paid in full through _____.
7. The amount of the Security Deposit (if any) is \$_____.
8. Except for unknown defects, as of the date hereof, all improvements, alterations and space required to be furnished according to the Lease have been completed to the satisfaction of Tenant, except ____ (if none enter NONE). All sums required to be paid by Landlord to Tenant in connection with the improvements (including, without limitation, any tenant allowance or rebate) have been paid in full, except: ____ (if none enter NONE).
9. As of the date hereof, Landlord has performed all of its obligations under the Lease, except as follows ____ (if none, write "None").
10. Tenant has no option to renew or extend the Lease term, except as follows: ____ (if none, write "None") as outlined in the Lease.
11. Tenant does/does not have the option or right of first refusal to purchase the Building/Property or to expand, the Leased Premises except as outlined per Lease.
12. Tenant has not sublet or assigned any portion of the Leased Premises as outlined per the Lease, except as follows: ____ (if none, write "None:).
13. Currently there exists no breach, default, or condition which, with the giving of written notice or the passage of time or both, would constitute a breach or default under the Lease either by Tenant or Landlord.



Reviewed for Code Compliance
Permitting and Inspections Department
Approved with Conditions

10/25/2018

14. The person signing this Certificate on behalf of Tenant is a duly authorized agent of the Tenant.
15. This statement does not cover facts or conditions not within the Tenant's actual knowledge at the time of execution.
16. Any notices which may or shall be given to Tenant under the terms of the Lease are to be sent to Tenant at the following address:

Cushman & Wakefield U.S., Inc., a Missouri Corporation
d/b/a Cushman & Wakefield, Agent
Attn: Edward Jones Branch # ____
12555 Manchester Road
St. Louis, MO 63131

By: Cushman & Wakefield U.S., Inc., a Missouri Corporation
d/b/a Cushman & Wakefield, Agent

By: _____

Its: _____



Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.
 Reviewed for Code Compliance
 Permitting and Inspections Department
 Approved with Conditions

10/25/2018

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Storrey Industries, LLC	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 151 Newbury Street	Requester's name and address (optional)
City, state, and ZIP code Portland, ME. 04101	
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 Line 1 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 *How to get a TIN* 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.

Social security number
or
Employer identification number
13 4263238

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 ▶ 7-25-18
------------------	----------------------------	-----------------------

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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,