

To: Cape Elizabeth Town Council  
 From: Michael K. McGovern *McGovern*  
 Re: Edward Jones Lease  
 Date: December 22, 2010

**Edward Jones Lease**

The investment firm Edward Jones leases space from us in the building at the front of the Community Center. The current lease expires on February 29, 2012 and the total lease amount between January 1, 2011 and the expiration date amounts to \$20,900. They wish to have with us an amended lease extending to February 28, 2017. As part of the draft agreement, the lease amount is proposed to change for the entire six year two month period. For the 14 months in the old agreement, the lease amount would decline from a total of \$20,900 for the period to \$17,500. This is an average of \$1,492.85 per month to \$1,250 per month. Beginning March 1, 2012 the monthly lease under the amended agreement would increase 3% annually to \$1,449.09 per month on March 1, 2016. The current lease provides a total of \$20,900 in income. The new lease would provide \$99,524 or an average of \$1344.91 per month over the term.

	Current Lease	Proposed Lease
January 1, 2011 to February 29, 2011	\$ 2,900	\$ 2,500
March 1, 2011 to February 29, 2012	\$ 18,000	\$ 15,000
	\$ 20,900	\$ 17,500
March 1, 2012 to February 28, 2013		\$ 15,450
March 1, 2013 to February 28, 2014		\$ 15,913
March 1, 2014 to February 28, 2015		\$ 16,390
March 1, 2015 to February 29, 2016		\$ 16,882
March 1, 2016 to February 28, 2017		\$ 17,389
		\$ 82,024
Total Current New Lease	\$ 20,900	
Current Proposed Lease		\$ 99,524

**Additional Background**

Edward Jones (EDJ) has formed a team responsible for evaluating all of the leaseholds within the real estate portfolio. Of those leases that are set to naturally expire within the next few years, the Partners are working diligently to identify key, strategic locations in which they prefer to collaborate with the landlords and preserve the long term sustainability of the office.

Edward Jones currently occupies 7 leased locations in the surrounding area. The objective at this time is to determine which locations will be retained long term. The firm is working now to better forecast expenses, and at this time, EDJ prefers to preserve this location and extend the contract for an additional term in reciprocation of a current reduction in base rent. EDJ hopes that their proactive efforts will benefit both the ownership and the tenant.

Please find the proposed Extension Agreement for this location attached – the rental rates proposed are based on comparables in the surrounding area. After your review, please contact me to discuss and finalize.

Lease Amendment 2

This Agreement, made on December 8, 2010 by and between TOWN OF CAPE ELIZABETH, PO BOX 6260, CAPE ELIZABETH, ME 04107 (referred to herein as "Lessor"), and EDWARD D JONES & CO, D/B/A EDWARD JONES, 12555 MANCHESTER RD, ST LOUIS, MO 63131 (referred to herein as "Lessee"),

WITNESSETH

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated January 31, 2002 (collectively hereinafter referred to as the "Lease"), for certain real property containing approximately 1000 square feet located at 343 OCEAN HOUSE ROAD, CAPE ELIZABETH, ME 04107 (hereinafter referred to as the "Premises"),

WHEREAS, Lessor and Lessee entered into a Lease Amendment 1 dated December 20, 2006 thereby extending the term of this Lease for an additional period of Five (5) years beginning March 1, 2007, and ending February 29, 2012, and,

WHEREAS, Lessor and Lessee desire to amend the Lease;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

That the Lease is amended effective on January 1, 2011:

1. **Current Term**

Effective January 1, 2011, Section 2 of Lease Amendment 1 shall be modified to reflect the following base rental rates:

January 1, 2011 – February 29, 2012 (One Thousand Two Hundred Fifty and No/100 Dollars)	\$1,250.00 per month
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2. **Renewal Term**

The term of the Lease shall be extended for an additional period of Five (5) year(s) commencing on March 1, 2012 and expiring on February 28, 2017.

3. **Base Rent**

March 1, 2012 – February 28, 2013 (One Thousand Two Hundred Eighty Seven and 50/100 Dollars)	\$1,287.50 per month
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March 1, 2013 – February 28, 2014 (One Thousand Three Hundred Twenty Six and 13/100 Dollars)	\$1,326.13 per month
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March 1, 2014 – February 28, 2015 (One Thousand Three Hundred Sixty Five and 91/100 Dollars)	\$1,365.91 per month
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March 1, 2015 – February 28, 2016 (One Thousand Four Hundred Six and 89/100 Dollars)	\$1,406.89 per month
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February 29, 2016 – February 28, 2017 (One Thousand Four Hundred Forty Nine and 09/100 Dollars)	\$1,449.09 per month
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3. **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 Three (3) months notice at a mutually agreeable Fair Market Rental at the time of renewal. 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 option shall become void.

All other terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of any conflicts between the terms and conditions of the Lease and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

IN WITNESS WHEREOF, Lessor and Lessee have caused this agreement to be executed as of the day and year first written above.

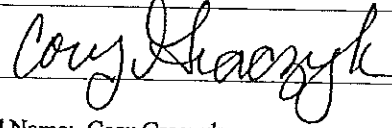
Lessor:  
TOWN OF CAPE ELIZABETH

Lessee:  
EDWARD D JONES & CO  
D/B/A EDWARD JONES

By: \_\_\_\_\_

By: Cassidy Turley, Agent \_\_\_\_\_

Printed Name: \_\_\_\_\_

By:  \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: Cory Graczyk \_\_\_\_\_

Date: \_\_\_\_\_

Title: Associate – Corporate Services \_\_\_\_\_

SSN or Fed ID #: \_\_\_\_\_

Date: December 8, 2010 \_\_\_\_\_

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## Lease Amendment 1

This Agreement, made on December 20, 2006 by and between TOWN OF CAPE ELIZABETH, PO BOX 6260, CAPE ELIZABETH, ME 04107 (referred to herein as "Lessor"), and EDWARD D JONES & CO, D/B/A EDWARD JONES, 12555 MANCHESTER RD, ST LOUIS, MO 63131 (referred to herein as "Lessee"),

### WITNESSETH

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated January 31, 2002 (collectively hereinafter referred to as the "Lease"), for certain real property containing approximately 1000 square feet located at 343 OCEAN HOUSE ROAD, CAPE ELIZABETH, ME 04107 (hereinafter referred to as the "Premises"),

WHEREAS, Lessor and Lessee desire to amend the Lease;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

That the Lease is amended effective on March 1, 2007:

#### 1. Renewal Term

The term of the Lease shall be extended for an additional period of Five (5) years commencing on March 1, 2007 and expiring on February 29, 2012.

#### 2. Base Rent

Base rent shall be fixed at the following rate:

March 1, 2007 – February 29, 2008 (One Thousand Three Hundred and 00/100 Dollars)	\$1,300.00 per month
March 1, 2008 – February 28, 2009 (One Thousand Three Hundred Fifty and 00/100 Dollars)	\$1,350.00 per month
March 1, 2009 – February 29, 2010 (One Thousand Four Hundred and 00/100 Dollars)	\$1,400.00 per month
March 1, 2010 – February 29, 2011 (One Thousand Four Hundred Fifty and 00/100 Dollars)	\$1,450.00 per month
March 1, 2011 – February 29, 2012 (One Thousand Five Hundred and 00/100 Dollars)	\$1,500.00 per month

#### 3. Tenant Improvements

The following tenant improvements shall be at the Lessor's sole cost and expense, and will be completed prior to commencement March 1, 2007:

1. Lessor shall paint the trim around the windows on the exterior right and left sides of the building. Work is to include cost of labor, materials, and clean-up.

All costs associated with the amortization of tenant improvements and/ or Leasing Commissions over the original Lease Term have been paid in full by Lessee.

4. Option to Renew

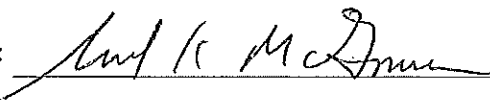
Provided Lessee is not in default of the Lease, Lessor will grant Lessee an option to renew this Lease for One (1) additional period of Five (5) years with Two (2) months notice at a rate of One Thousand Three Hundred and No/100 Dollars (\$1,500.00) per month with 3% annual increases to take effect each year thereafter.

All other terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of any conflicts between the terms and conditions of the Lease and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

IN WITNESS WHEREOF, Lessor and Lessee have caused this agreement to be executed as of the day and year first written above.

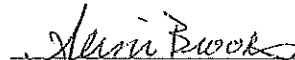
Lessor:  
TOWN OF CAPE ELIZABETH

Lessee:  
EDWARD D JONES & CO  
D/B/A EDWARD JONES

By: 

By: Colliers Turley Martin Tucker, Agent

Printed Name: Michael K McGovern

By: 

Title: Town Manager

Printed Name: Allison Brooks

Date: January 9, 2007

Title: Associate - Corporate Solutions

SSN or Fed ID #: 01-6000-100

Date: December 20, 2006

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

Town of  
THIS AGREEMENT (hereinafter referred to as the "Lease") made and entered into this 31<sup>st</sup> day of January, 2002 by and between Cape Elizabeth Town Office, PO Box 6260, 320 Ocean House Road, Cape Elizabeth, Maine, 04107 hereinafter referred to as LESSOR,

and

EDWARD D. JONES & CO., d/b/a EDWARD JONES, having principal offices at 201 Progress Parkway, in Maryland Heights, Missouri 63043, hereinafter referred to as LESSEE,

WITNESSETH, that said LESSOR does by these presents lease and demise unto the said LESSEE the following described property being situated in the City of Cape Elizabeth, State of ME, 04107, to wit:

Address: 343 Ocean House Road

Square Feet: 1,000 (+/-)

With appurtenances for the term of five (5) years beginning March 1, 2002, and ending February 28, 2007, at the monthly rent or sum as outlined below, payable one month in advance, on the first day of each and every month during said term, with any partial months being prorated based upon a thirty (30) day month, upon the conditions and covenants following:

Year 1:	\$1,150.00/month
Year 2:	\$1,184.50/month
Year 3:	\$1,220.04/month
Year 4:	\$1,256.64/month
Year 5:	\$1,294.34/month

1. 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 & Co. (Headquarters)  
12555 Manchester Road  
St. Louis, MO 63131  
**Attention: Branch Leasing; BR# 11418**

Notices to either party shall be considered served when deposited with the United States Postal Service via Certified Mail, return receipt requested.

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.

2. **NOTICE TO LESSOR**

Any payments required to be paid, and all notices required to be rendered by LESSEE to LESSOR shall be delivered to LESSOR at: Town Office, P.O. Box 6260, 320 Ocean House Road, Cape Elizabeth, Maine, 04107.

3. **SATELLITE DISH**

LESSEE shall have the privilege, at any time during the Lease Term and at any time before vacating the Premises, of installing to the Building or affixing to the roof of the property on which the Building is located wherein LESSEE is in possession, a 1.8 meter (6 feet) pole mounted satellite receiver and all accompanying equipment to make said receiver functional. LESSEE shall have reasonable access to the roof or other areas as deemed necessary in order to maintain, install, repair, remove or modify the satellite receiver and all accompanying equipment at any time during the Lease Term. LESSEE must remove the satellite receiver and repair any damage to the Building or property within thirty (30) days of any termination of this Lease due to the removal of the receiver.

LESSEE shall indemnify and hold LESSOR harmless for all damage or injury that results from the negligence of LESSEE due to the installation and/or use of the satellite receiver. LESSEE shall have the privilege at any time to remove the satellite receiver and shall repair any damage caused thereby. LESSEE is responsible to obtain any legally required permits and zoning variances.

4. **OCCUPANCY AND COMMENCEMENT OF TERM**

In the event the Premises are ready for occupancy prior to March 1, 2002, ("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 the 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.

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 acceptable to LESSEE. Additionally, in the event that the Premises are not made substantially complete, and reasonably acceptable to LESSEE within thirty (30) days after the Commencement Date, LESSEE may, at its option, cancel this Lease, upon written notice to LESSOR, without liability to LESSOR and this Lease shall become null and void. 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.

5. **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 upon thirty (30) days written notice to LESSOR at any time prior to the stated maturity of the Lease, then LESSEE shall pay to LESSOR as liquidated damages a sum equivalent to six (6) months base rent if this Lease is terminated within the first three (3) years or a sum equivalent to two (2) months rent if this lease is terminated any time thereafter plus, in any situation, LESSEE shall pay any unamortized tenant improvements and leasing commissions. Upon payment of aforesaid sum, LESSOR shall hold LESSEE harmless from further liability of obligation under this Lease.

6. **OPTION TO RENEW**

Provided LESSEE is not in default of the Lease, LESSOR will grant LESSEE an option to renew for one (1) additional periods of five (5) years with two (2) months notice at a monthly rental rate of \$1,333.17 per month with 3% annual increases to take effect each year thereafter.

7. **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.

8. **USE**

LESSEE shall use said Premises for general office space in connection with investment brokerage, insurance sales and related financial services and LESSEE shall be the only business in the Building to engage in investment brokerage, insurance sales and related financial services.

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.



9. **RESTRICTED USE**

Intentionally Deleted

10. **UTILITIES**

LESSOR shall provide to the Premises and Building, and its Common Areas, all utilities, including but not limited to electric, water, sewer, heat, and waste or trash removal. LESSEE shall pay, either to LESSOR or directly to said utility or service provider, the following services used exclusively for the Premises: electric and gas. LESSOR shall provide any necessary metering devices.

If permitted by law, LESSEE, without 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 and waste or trash removal, etc.) for said Premises.

11. **REAL ESTATE TAXES AND INSURANCE**

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

12. **HOURS OF OPERATION**

LESSEE'S hours of operation shall be 8:00 a.m. to 5:00 p.m., Monday through Friday. However, LESSEE'S employees are not required by this Lease to continuously occupy the Premises during the above days and hours due to the nature of LESSEE'S business operation, nor shall LESSEE be obligated to light the Premises or its signage beyond the hours set forth above. Additionally, LESSEE shall have 24 hour access to the Premises and the Common Areas.

13. **PARKING**

LESSOR will provide LESSEE with 4 unallocated parking spaces.

14. **SIGNAGE**

LESSOR will allow LESSEE to install signage on the building and/or property as per Exhibit(s) to follow under separate cover in a location reasonably acceptable to LESSOR and LESSEE. LESSEE'S signage shall conform to all applicable local, city and county requirements.

All signs shall be constructed, maintained and installed at LESSEE'S sole cost and expense and in a quality and workmanlike manner. Electrical connections, if applicable, shall comply with the latest National Electrical Code. All electrical wiring shall be enclosed in building standard raceway or wireway, if applicable. All electrical connections shall be wired to LESSEE'S panel and meter.

LESSEE'S sign contractor shall be responsible to repair any damage caused by sign installation or maintenance. LESSEE shall be responsible to remove its signs and repair any damage caused by said removal as soon as practical after any termination of this Lease.

LESSOR shall also allow LESSEE to place regulatory agency mandated signage (stickers) on or near the front entrance of the Premises. At anytime 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.

15. **ZONING**

LESSOR hereby warrants that the property/land/premises are zoned for the use intended in this Lease.

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

17. **SUBORDINATION AND ATTORNMENT**

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 and so long as LESSEE shall pay 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 documents 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, transfer in lieu of foreclosure or termination of the lease in which LESSOR is LESSEE, Edward Jones 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.

18. **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.

19. TENANT IMPROVEMENTS

LESSOR hereby approves of LESSEE making the modifications and additions to the Premises as per the attached Exhibits A and B. LESSOR will furnish LESSEE with heating, ventilating and air conditioning equipment which will create a comfortable working environment for LESSEE. At LESSOR's sole cost and expense, LESSOR shall subdivide space to accommodate LESSEE's space configurations as per Exhibit "A", install doors as per Exhibit "A", install glass in existing wall opening as per Exhibit "A", do all electrical work per Exhibit "A", paint space to LESSEE's specifications, install adequate wall air-conditioning units by spring of 2002, and install carpeting provided by LESSEE.

20. REPAIR AND MAINTENANCE

a) LESSOR shall be responsible, at its expense, for all repair, maintenance or replacement of the following Building and Common Area (if any) elements: roof, foundation, outside walls, sidewalks, parking lot, common corridors and restrooms, windows, drainage system, heating, air conditioning, plumbing, electrical wiring, snow/ice removal and landscaping.

b) LESSOR shall be responsible, at its expense, for all repair, maintenance or replacement of the following Premises elements: windows, interior walls and construction, drainage system, heating, air conditioning, plumbing, electrical wiring, snow/ice removal and landscaping.

c) 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 ninety (90) days after commencement of this Lease.

21. 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 bond off the lien.

22. 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.

23. 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 60 days. If the LESSOR determines it can restore the Premises within that reasonable timeframe, the LESSOR shall commence to do so diligently. LESSOR shall notify LESSEE in writing within 15 days of said damage or destruction of its intent to restore the Premises. If restoration is not completely restored within 60 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.

24. 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.

25. 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 is in compliance with all applicable local, state and federal material rules, regulations, laws and ordinances. In the event that Hazardous Materials are identified as present in the Premises, Building, Common Areas and/or Property during the term of this Lease, LESSOR shall be responsible for the removal of said Hazardous Materials. LESSOR shall hold harmless and indemnify LESSEE for any hazardous waste cost, clean-up, fine, damage, or judgment caused by LESSOR or its agents. LESSEE shall be responsible for removal of any Hazardous Materials it introduces into the Premises. LESSOR shall be responsible for the removal of any Hazardous Materials introduced to the Building, its Common Areas, or Premises by third parties not controlled by LESSEE.

26. 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, with a certificate of the company issuing such insurance, certifying that the same is in full force and effect. 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.

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.

27. 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, its Common Areas, or Building or persons at the Property, its Common Areas, Building 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, its Common Areas, or Building or persons at the Property, its Common Areas, Building 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.

28. **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.

29. **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 day of the month.

30. **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 and a ninety (90) 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, including the rental amount paid during the last month of the Lease term, would remain in effect during this month-to-month tenancy.

31. **LESSOR'S DEFAULT**

In the event LESSOR breaks a clause in this Lease, omits to undertake what is stated he will undertake or acts in a manner in which the Lease states he 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 30 days following LESSOR'S receipt of such notice from LESSEE per paragraph 28.

32. **INTERRUPTION OF LEASE**

If any required service to be provided by LESSOR is interrupted or otherwise ceases to be provided, or a substantial part of the Premises are deemed unfit for LESSEE'S normal use for more than three (3) days, all rent payable by LESSEE shall abate until such interruption ceases. Said three (3) day period shall begin on the date LESSOR receives written notice from LESSEE of said interruption. In the event said interruption continues for more than said three (3) days, LESSEE shall have the option to terminate this Lease anytime until such time as said service is restored.

33. **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.

34. ATTORNEYS' 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 caused 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.

35. 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 Magnusson Balfour, who shall be paid a commission by the LESSOR.

36. 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.

37. 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.

38. HEADINGS

The headings in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such headings of the Lease nor in any way affect this Lease.

39. MISCELLANEOUS

Whenever any pronoun of the masculine, feminine neuter gender is used herein, the same may include and refer to any other gender and may include and refer to the plural, and the plural may refer to the singular.

40. ABANDONMENT CLAUSE

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 will not be considered in default of this Lease by reason of abandonment or non-use in the event the LESSEE'S employee(s) vacates 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.

41. 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.

42. 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.

This Lease is not in effect until duly signed by LESSOR and LESSEE.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year above written.

LESSOR:

LESSEE:

CAPE-ELIZABETH TOWN OFFICE  
Town of Cape Elizabeth

EDWARD D. JONES & CO.,  
d/b/a EDWARD JONES  
By: COLLIERS TURLEY  
MARTIN TUCKER, AGENT

By: Michael K. McGovern

By: Benj. Fried

(Authorized Signature)

Its: Town MANAGER

Its: Transaction Manager

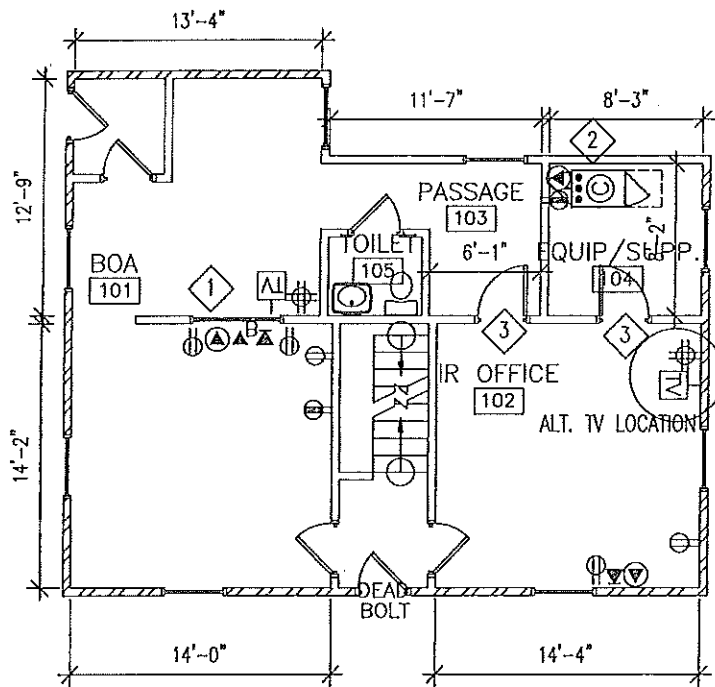
Printed Name: Michael K McGovern

Date: 02/12/02

Date: January 31, 2002

Social Security #: \_\_\_\_\_

Federal ID #: 01-6000-100



**LEGEND:**

- ===== DEMO PARTITION
- =====  
EXIST. PARTITION
- =====  
EXIST. DEMISING PARTITION
- =====  
NEW PARTITION
- =====  
NEW PARTITION/ INSUL.
- =====  
NEW DEMISING PARTITION
- ⤴  
EXISTING DOOR
- ⤴  
NEW DOOR
- ⊕  
DUPLEX RECEPTACLE
- ⊕⊕  
QUADRAPLEX RECEPTACLE
- ⊕  
DEDICATED DUPLEX RECEPTACLE  
W/ ISOLATED GROUND
- TV  
TV/VCR OUTLET
- ▽<sub>B</sub>  
BYPASS JACK
- ▽  
PHONE JACK
- ⊕  
COMPUTER/DATA OUTLET
- \$  
SWITCH
- EP  
ELECTRICAL PANEL

- 1 LEAVE WINDOW OPENING AS A PASS-THROUGH.
- 2 PHONE COMPANY SERVICE TO BE LOCATED WITHIN 1'-0" OF BOC
- 3 NEW DOOR TO BE INSTALLED IN EXISTING OPENING.

**NOTES:**

-ELECTRICAL DEVICES HAVE NOT BEEN FIELD VERIFIED; RECEPTACLES AND SWITCHES SHOWN ARE FOR REFERENCE ONLY. CONTRACTOR TO PROVIDE NEW ELECTRICAL DEVICES AS INDICATED ON PLAN IF AN EXISTING DEVICE IS NOT WITHIN 36" OF DEVICE INDICATED.

DO NOT REMOVE DEVICES THAT ARE EXISTING IN REMAINING WALLS, UNLESS NOTED

-A SWITCH SHALL OCCUR @ EACH EGRESS DOOR; AND SHALL BE 3-WAY IF APPLICABLE FOR MULTIPLE ENTRANCES.

-NEW PARTITION CONSTRUCTION SHALL MATCH EXISTING BUILDING STANDARDS; CONTRACTOR TO COORDINATE SIZES OF MATERIALS USED.

-PHONE COMPANY SERVICE TO BE LOCATED WITHIN 1'-0" OF BOC

# Edward Jones

## BRANCH FACILITIES

12555 MANCHESTER ROAD  
ST. LOUIS, MISSOURI 63131  
PHONE: 1-800-824-6525  
FAX: (314) 515-2889

BRANCH OFFICE 11418  
343 Ocean House Road  
Cape Elizabeth, ME 0410

LEASE SQ. FT. 833 +/-

**ISSUES/ REVISIONS**

NO.	DATE	DESCRIPTION
-CEW	1/30/02	Revised BOA Area

DRAWN BY: ep for CW  
800-432-8146  
DATE: 1/15/02

EXHIBIT A  
SHEET 1 of 2

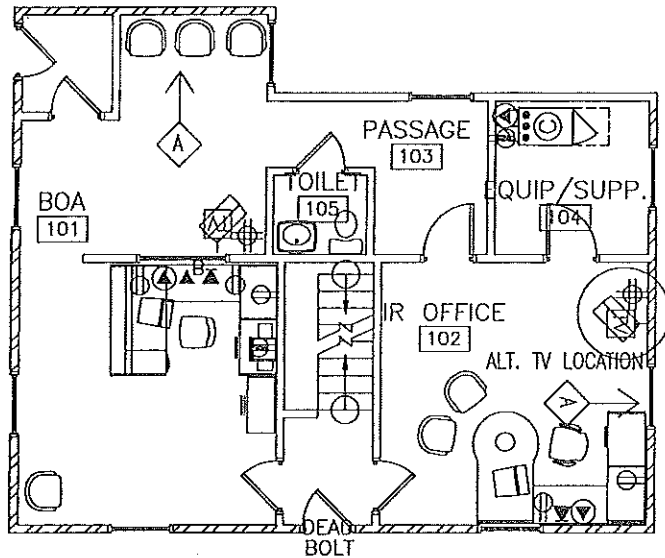
### PARTITION PLAN

1/8"=1'-0"



1. Field contractor to field verify all existing conditions, notify designer of any discrepancies.
2. All changes and revisions must be directed and approved by Edward Jones Branch Facilities.
3. Edward Jones BOC requires ventilation. acceptable methods are:
  - A. Supply/return duct or grille.
  - B. Undercut door to room 1".
  - C. Louver vent in door.
4. Landlord/Contractor to provide for separate HVAC controls for Edward Jones space. If additional units are required to accomplish separate controls, contact Leasing Coordinator.





↑  
 A ACCENT WALL TO BE PAINTED WITH SW CUSTOM "EDJ GREEN" CONTACT 800-321-8194 FOR FORMULA COLOR

EDJ EQUIPMENT LEGEND (NIC):

- TERMINAL
- LASER PRINTER
- BOC--(Branch Office Controller)
  - DIGITAL INDOOR UNIT
  - INT REC DECODER
  - PHONE SYSTEM
- TV/VCR

FURNITURE: NEW OFS, NH

UPHOLSTERY: GREEN

FURNITURE/EDJ EQUIP. PLAN

1/8"=1'-0"



EDWARD JONES  
 FLOORING SUPPLIER:  
 FLOOR SCOUTS  
 (800) 262-4957 -OR-  
 (314) 997-3436

N.I.C. = NOT IN CONTRACT FOR FINISHES  
 N/A = FINISH NOT APPLICABLE TO THIS ROOM

FINISH SCHEDULE

RM.NO.	PAINT	CARPET	BASE	VCT	NOTES
101	P3	C7	B1	N/A	SEE NOTE 'A'
102	P3	C7	B1	N/A	SEE NOTE 'A'
103	P3	C7	B1	N/A	
104	N.I.C.	N.I.C.	N.I.C.	N.I.C.	
105	P3	N/A	B1	T1	

FINISH SPECIFICATIONS

PAINT	SHERWIN WILLIAMS "EVERCLEAN" INTERIOR PAINT (WALLS: FLAT FINISH; TRIM: SEMI-GLOSS) P3-#SW1038 ARCHITECTURAL GRAY SHERWIN WILLIAMS COLOR ACCENTS INTERIOR LATEX (FLAT FINISH) ACCENT WALLS-SW CUSTOM "EDJ GREEN"	
CARPET	SHAW/STRATTON EDWARD JONES C7 - COLOR: WALL STREET	UPHOLSTERY U1-GREEN
VCT	ARMSTRONG STANDARD EXCELON COMMERCIAL/IMPERIAL 12"x12" VINYL COMPOSITION TILE 4" COVE T1-#51911 CLASSIC WHITE	4" VINYL COVE BASE ROPPE B1-#578 PEWTER, 4" COVE

**Edward Jones**

BRANCH FACILITIES

BRANCH OFFICE 11418  
 343 Ocean House Road  
 Cape Elizabeth, ME 04107

LEASE SQ. FT. 833 +/-

ISSUES/ REVISIONS

NO.	DATE	DESCRIPTION
1-CEW	1/30/02	Revised BOA Area

DRAWN BY: elp for CJ  
 800-432-8146  
 DATE: 1/15/02

EXHIBIT A  
 SHEET 2 of 2

EXHIBIT B

EDWARD JONES BRANCH OFFICE SPECIFICATIONS

ACCURATE FIELD MEASUREMENTS SHOULD BE TAKEN BEFORE ANY CONSTRUCTION BEGINS! DISCREPANCIES OR CHANGES SHOULD BE REPORTED TO EDWARD JONES IMMEDIATELY! OFFICE DESIGN: 1-800-432-8146 OFFICE LEASING: 1-800-824-6525

**GENERAL NOTES**

- a) The following information is provided as a general guide. In all cases, it is preferred that the building standard be used; otherwise, use the information provided below. It is the intent that these modifications/additions/improvements will be performed on an "as needed" basis, at the reasonable discretion of Edward Jones (Tenant). All finish work is only to be done in the rooms listed on the Finish Schedule of space plan, i.e. paint, carpet.
- b) Furniture, equipment, phone jacks, and data wiring to be provided by the tenant.
- c) The furniture/equipment plan provided is NOT an official construction document.
- d) All work should be performed per local, state, and national codes. All construction will be completed so that an occupancy permit will be granted prior to lease commencement.
- e) Edward Jones has an established relationship with national vendors for flooring, paint, and low voltage wiring.

**INTERIOR CONSTRUCTION SPECIFICATIONS**

**1. DEMOLITION**

- a) Demolish and remove from the site all debris from the areas as shown on the space plan. Leave space free of all construction debris.
- b) Remove existing finishes only in areas that are to receive new finishes per the finish schedule shown on Exhibit A.
- c) Leave and/or prepare floor to accept new glue down flooring. Surfaces that are to accept new flooring should be free of all debris and cementitious or resinous deposits. Fill all floor cuts remaining from any plumbing or other termination with concrete.

**2. DOORS**

- a) Re-use existing doors when possible. Any existing doors being re-used shall be touched up and re-varnished or re-painted as appropriate.
- b) New interior door(s) to be no less than three (3) feet wide. They are to be solid core wood veneer. All new interior door(s) should match existing style. Birch is preferred in the event there is no existing standard.
- c) All door(s) to exterior or common spaces must have closers and deadbolts, with thumb-turn on occupied side.
- d) Door(s) and other woodwork should be stained or painted to match existing building standard. If NO standard is established, use Sherwin Williams Stain: SW3110, sanding sealer, and clear polyurethane finish. Finished door will be free from uneven color, drips or runs. All door edges, including top and bottom, should be finished.
- e) Suite entry door(s) shall have existing operable or receive new closer(s).
- f) All door(s) to have wall or floor mounted stops, consistent with the rest of the space.
- g) Provide new passage hardware for new door(s) to match existing. In the event that the owner has established no standard finish, bright brass is preferred.
- h) Provide hollow metal frames if no other standard is established.

**3. NEW WALL**

- a) All new interior hallways to be no less than 44 inches wide, unless otherwise required by code or noted on drawing.
- b) All new walls will be constructed of metal studs (wood studs are acceptable if approved by local codes) and drywall.
- c) A minimum of 3" sound batt insulation shall be installed as indicated on Exhibit A between studs and above ceiling where the wall and ceiling meet.
- d) All walls shall be taped and smooth, ready for paint.
- e) All existing walls in areas that are to be finished are to be patched and primed to prepare for paint.
- f) Verify condition of demising walls for:
  1. Completion to deck above.

Revised 3/22/01

2. Existence of sound insulation.

#### 4. PAINT

- a) All exposed surfaces in areas indicated on Finish Schedule shall be painted with Sherwin Williams paint. Please see attached floor plan, Finish Schedule, for specification and color. Colors may include several, **but not all**, of the following:

**Primer:** Sherwin-Williams Preprime Classic Latex Wall Primer

**Drywall** (except ceilings and & accent walls): 2 finish coats over an existing finish or a primer.

- 1<sup>st</sup> & 2<sup>nd</sup> Coats: EverClean Interior Stain Resistant Flat Finish (Semi-gloss should be used on metal frames and doors)
- Colors may include:
  - 1.) SW 1038 Architectural Gray – P3
  - 2.) SW 1003 First Star – P2
  - 3.) SW 1093 Sand Beige – P4 (For use in Canada)

**Accent walls:** SW Custom "EDJ Green" –indicated on floor plan by keyed note- (Color Accents Interior Latex Flat Wall Finish). 2 finish coats over an existing finish or primer.

**Ceiling:** 1 finish coat over an existing finish or primer - SW 1004 Pure White (ProMar 400 Interior Flat Latex)

- b) Assume one trip for touch up paint after flooring installation and furniture delivery. Touch up paint should be left in the Tenant's storage area, clearly labeled.
- c) If there are any questions regarding paint colors, please contact Edward Jones branch design: 800-432-8146
- d) Exact specifications may be obtained from Sherwin Williams: 800-321-8194 x2.

#### 5. CARPET

- a) Flooring material and base should be included in your scope of work. Carpet should be Shaw/Stratton – 'Edward Jones'. Color as specified on finish schedule (Note: This is a private label, must order materials from Floor Scouts).
- b) VCT -
- c) Base – use 4" Roppe Vinyl Base, color = 578 Pewter (Available from Floor Scouts).
- d) If these specifications do not match existing, please provide alternate costing to match existing.
- e) Contact for flooring material is Floor Scouts: 800-262-4957 Tricia Noell/Linda Barry.
- f) Contractors who have not previously done business with Floor Scouts will be required to set up an account and go through a credit check (please allow 1 week for credit check).
- g) Contractor must provide Floor Scouts with a materials takeoff (fax-314-997-3974). **Allow 2 to 3 weeks for delivery.**
- h) Installation method for carpet is direct glue.
- i) See manufacture's instructions for post-installation/cleaning instructions.

#### 6. HVAC

- a) HVAC system should be able to maintain 75 degree summer and 70 degree winter temperatures in accordance with the ASHRAE design standards applicable to this location. If necessary, a formal inspection to verify equipment condition can be done.
- b) System to be fully operational, in good condition and properly balanced upon completion of work. Please make sure the thermostat is located in an occupied area of the space.
- c) All diffusers, grilles, and thermostats shall be clean, in good condition and properly functioning. Location to be revised as necessary for new partition layout.
- d) If space is being subdivided, Edward Jones space to be separately controlled—sharing of thermostat with adjacent spaces is not acceptable.
- e) Edward Jones BOC (location noted on Exhibit A) requires ventilation. Acceptable methods are:
  1. Add a supply/return duct or grill to the room
  2. Undercut the door to the room 1"
  3. Or, add a louvered vent in door.

#### 7. FIXED WINDOW (Only if shown on Exhibit A)

- a) New interior window between IR office and BOA area to be a fixed, 42"w x 30"h and 42" AFF (unless Exhibit A notes differently). Wood trim, bullnose edge preferred but not required.
- b) If metal frame is used, trim to be painted to match new wall color in which the window is placed
- c) If wood trim is used, match new doorframe color.
- d) Glass preferred to be clear, ¼" tempered.

## 8. PLUMBING/RESTROOM

- a) Lavatory sink(s), if any, to have hot and cold-water service.
- b) Please adhere to any local, state, or national codes, which might require modification of existing restroom.
- c) Restroom fixtures to be in good condition (i.e. in good operation and free of stains or cracks). The restroom is to have a mirror, paper towel dispenser or towel rack, and toilet paper holder. Please verify that these items exist or provide cost of new accessories and installation of such.

## 9. CEILING

- a) Ceilings should be free from stains and dirt.
- b) Acoustical Ceilings-tiles should be free from chips and breaks. All tiles should be the same color and style. The grid should be even, free from holes (or filled), and should be clean. Tiles should be a standard commercial grade acoustical tile. Contiguous area must have matching tile.
- c) Installation of ceiling grid and component to comply with all local codes for renovation or new installations.
- d) Drywall Ceilings- Should be level, have an even texture, and should be painted white (See paint spec)

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## ELECTRICAL

### GENERAL

- a) Electrical to include all new outlets per Exhibit A, including dedicated isolated ground outlets.
- b) Existing outlets can be used to meet the requirements for general-purpose outlets. Electrical outlets to be installed where shown on the furniture plan at 18" above finished floor unless an existing device is already within 36" of the desired location.
- c) The computer equipment for this office is sensitive to high electromagnetic interference (EMI). We recommend that the ambient EMI in the office not exceed 2 Mg.
- d) Landlord responsible for setting up utilities or providing temporary electrical in space that is new construction or space that is being subdivided. Electrical contractor to verify existing electrical panel will accommodate Jones requirements.
- e) **Electrician should ONLY install a pull string/box/mud ring at all low voltage communication connections. No conduit is required for low voltage.**

### 1. DEDICATED OUTLETS

A dedicated outlet is wired directly to the main power distribution panel through a designated (dedicated) circuit breaker. An isolated ground is a ground wire connected at only one common point in the electrical breaker panel. The dedicated outlets are color coded to distinguish them from general-purpose outlets. Only the laser printer and PES/DIU (BOC should be plugged into them). The technical information for these outlets is as follows:

- a) Required for only the Laser Printer and BOC (Shown on Exhibit A with center of outlet darkened)
- b) Standard 3-prong, 120 volt, 20 amp, dedicated isolated ground circuit
- c) Duplex, **orange**, color coded receptacle (NEMA type 5-15 R/IG outlet, GE5362-IG or equivalent)
- d) All grounds must have same ground potential.

### 2. GENERAL PURPOSE OUTLETS (Should be placed as shown on drawing)

- a.) One (1) quad outlet at TV/VCR location.
- b.) At terminals and other office equipment as shown on the plan
- c.) They should be 120 standard 3-prong outlets that meet state and local requirements (NEMA type 5-15R). The grounding conductors for the building's circuits should be referenced to the point of "zero current" within the electrical supply system, which is where the neutral and ground for the system are tied together.

### 3. LIGHTING

- a.) Should be even and have a minimum of 60-foot candles at desktop height. All lighting should be fully operational and in good condition.
- b.) Please verify that all lenses and lamps are consistent in color. Lenses to be free of stains.
- c.) A switch should occur at each egress door, and shall be 3-way if applicable.
- d.) Please verify emergency/exit lighting meets code requirements. If not, please provide cost of new equipment and installation of such to meet code.