

RESERVATION AGREEMENT TO LEASE RETAIL UNIT

Prospective Landlord: Cotton Street Development, LLC 75 Washington Avenue, Suite 2H, Portland, Maine 04101 Reviewed for Code Compliance Permitting and Inspections Department Approved with Conditions

08/21/2018

Name of Prospective Tenant: Will Sissle + Mary Chapman - The Cheese Shop of Prospective Tenant's Address: 110 Marainal Way , ME 04101 Prospective Tenant's Telephone: (Days) 207-653-3086 (Evenings) Same

Prospective Tenant has deposited with Prospective Landlord the sum of One Thousand Dollars (\$1,000.00) as a fully-refundable reservation deposit for retail unit number _1_ (the "Unit"), such Unit being approximately 300 square feet in size and located in the retail container development project being to be created by Prospective Landlord at or near 93 Washington Avenue, Portland, Maine.

It is hereby agreed that by virtue of this deposit, the Prospective Tenant shall have the right of first offer on said Unit and shall exercise said right by executing a commercial lease for the Unit with Prospective Landlord within five (5) calendar days of presentation of such commercial lease to Prospective Tenant by Prospective Landlord. At the time of execution of the commercial lease, all obligations of the Prospective Tenant and Prospective Landlord to one another under this Reservation Agreement shall be superseded by the terms of the commercial lease.

Failure of the Prospective Tenant to execute the commercial lease, within 5 days as called for above, shall cause this Reservation Agreement to become null and void and shall relieve Prospective Landlord of any further obligation to the Prospective Tenant beyond return of the deposit. If the Prospective Tenant, for any reason whatsoever at any time, should desire the return of the deposit, the Prospective Tenant shall notify Prospective Landlord by certified mail, return receipt requested at the address above and Prospective Landlord thereafter shall return the deposit, without interest, to the Prospective Tenant, within seven (7) calendar days of receipt of such request, at the address given above or at such other address as specified in the request for return of the deposit. The return of the deposit to Prospective Tenant at any time by Prospective Landlord, whether or not at Prospective Tenant's request, shall relieve both the Prospective Tenant and Prospective Landlord of any further obligation to one another under this Reservation Agreement.

It is agreed that the terms and conditions for the lease of the Unit shall be those set forth below and such additional terms and conditions as determined by Prospective Landlord and set forth in any commercial lease sent to Prospective Tenant by Prospective Landlord for execution. No other terms and conditions, whether oral or written and whether express or implied, shall be valid.

Term: month-to-month terminable upon 30 days' prior written notice to the other party.

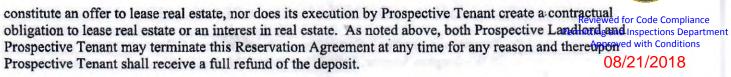
Gross rent: \$1,425.00 per month, payable in advance;

<u>Security deposit</u>: upon commercial lease execution, first month's rent, last month's rent, and a security deposit equal to one month's rent would be paid.

Parking: None provided.

<u>Common areas</u>: use in common with other tenants of the patio area and bathrooms would be included with lease of Unit.

This Reservation Agreement shall supersede all prior agreements between the parties and all prior arrangements shall be null and void. Notwithstanding anything to the contrary herein, this Reservation Agreement does not



Prospective Tenant 1 3 22 3.2 the work status Date: March 2.5 , 2018

Prospective Landlord: Cotton Street Holdings, LLC

By: Harfis, its Manager

Date: 3/7.5 ,2018